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THIS PRICING SUPPLEMENT AND THE SECURITIES, WHICH IT OFFERS, HAVE BEEN REGISTERED BY THE SECURITIES AND EXCHANGE COMMISSION (“SEC” OR THE “COMMISSION”). THE INVESTMENTS AND SECURITIES ACT NO. 29 OF 2007 (AS AMENDED) (THE “ISA” OR THE “ACT”) PROVIDES FOR CIVIL AND CRIMINAL LIABILITIES FOR THE ISSUE OF A PROSPECTUS WHICH CONTAINS FALSE OR MISLEADING INFORMATION. THE REGISTRATION OF THIS PRICING SUPPLEMENT AND THE SECURITIES WHICH IT OFFERS DOES NOT RELIEVE THE PARTIES OF ANY LIABILITY ARISING UNDER THE ACT FOR FALSE OR MISLEADING STATEMENTS OR FOR ANY OMISSION OF A MATERIAL FACT IN THIS PRICING SUPPLEMENT.

INVESTING IN THIS OFFER INVOLVES RISKS. FOR INFORMATION ABOUT CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE “RISK FACTORS” ON PAGES 110-114 OF THE SHELF PROSPECTUS ISSUED IN CONNECTION WITH THE PROGRAMME.

DANGOTE INDUSTRIES FUNDING PLC (RC 1901506)
(A SPECIAL PURPOSE VEHICLE WHOLLY OWNED BY
DANGOTE INDUSTRIES LIMITED (RC 71242))

OFFER FOR SUBSCRIPTION OF ₦112,415,455,000 16.75% SERIES 2: 10-YEAR SENIOR UNSECURED BONDS DUE 2032
UNDER THE ₦300,000,000,000 DEBT ISSUANCE PROGRAMME

ISSUE PRICE: ₦1,000 PAYABLE IN FULL ON APPLICATION
APPLICATION LIST OPENS: 3 NOVEMBER, 2022
APPLICATION LIST CLOSES: 16 NOVEMBER, 2022

This Pricing Supplement is prepared pursuant to Rules 279(3)6(b) and 321 of the rules and regulations of the SEC, 2013 (as amended), the listing requirements of the FMDQ Securities Exchange Limited (“FMDQ”) and the rules and regulations of Nigerian Exchange Limited (“NGX”) in connection with the issuance of ₦112,415,455,000 Bonds under the ₦300,000,000,000 debt issuance programme established by Dangote Industries Funding PLC (the “Issuer” or “Company”), a special purpose vehicle wholly owned by Dangote Industries Limited (“DIL” or the “Sponsor”). This Pricing Supplement is supplemental to and should be read in conjunction with the Shelf Prospectus, dated 19 July 2022 as amended and/or supplemented from time to time (the “Shelf Prospectus”) and with all documents which are incorporated therein by reference. Any capitalised terms defined in the Shelf Prospectus have the same meaning when used in this Pricing Supplement except otherwise expressly stated. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Shelf Prospectus, the provisions of this Pricing Supplement shall prevail.

This Pricing Supplement may be used to offer and sell the Bonds only if accompanied by the Shelf Prospectus as amended and/or supplemented from time to time. A copy of this Pricing Supplement and the Shelf Prospectus have been delivered to the Commission for registration. A copy of the Pricing Supplement will also be made available for download on the respective websites of the Commission (www.sec.gov.ng) and the Sponsor (www.dangote.com) throughout its validity period. Copies of this Pricing Supplement and the Shelf Prospectus can be obtained at no cost at the offices of the Issuer and the Issuing Houses. The offer is open to High Net-Worth Investors and Qualified Institutional Investors, as defined in the rules and regulations of the SEC.

The Bonds described herein are issued on and are subject to the terms and conditions contained in the Shelf Prospectus as amended and/or supplemented by the terms and conditions contained in this Pricing Supplement. The registration of the Shelf Prospectus and this Pricing Supplement shall not be taken to indicate that the Commission endorses or recommends the securities which form the subject matter hereof or assumes responsibility for the correctness of any statements made or opinions or reports expressed in the Shelf Prospectus or this Pricing Supplement. No securities will be allotted or issued on the basis of the Shelf Prospectus read together with this Pricing Supplement/Supplementary Prospectus later than three years after the date of the issue of the Shelf Prospectus unless the Validity Period (as subsequently defined) is extended by the Commission. **This Pricing Supplement contains particulars in compliance with the requirements of the Commission, the applicable laws and the listing requirements of the relevant securities exchange for the purpose of giving information with regard to the securities being issued hereunder (the “Series 2 Bonds” or “Bonds”).** Application has been made to FMDQ and NGX for the admission of the Bonds to the Daily Quotations List and the Daily Official List, respectively. The Bonds also qualify as a security in which trustees may invest under the Trustee Investments Act Chapter T22, Laws of the Federation of Nigeria, 2004.

The Directors accept responsibility for the information contained in this Pricing Supplement and declare that having taken reasonable care to ensure that the information contained in this Pricing Supplement is, to the best of their knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information and that save as disclosed herein, no other significant new factor, material mistake or inaccuracy relating to the information included in the Shelf Prospectus as amended and/or supplemented from time to time has arisen or has been noted, as the case may be, since the publication of the Shelf Prospectus as amended and/or supplemented from time to time. It is a civil wrong and a criminal offence under the ISA to issue a Prospectus which contains false or misleading information. Investors are advised to note that liability for false or misleading statements or acts made in connection with this Pricing Supplement is provided for in sections 85 and 86 of the ISA.

INVESTORS MAY CONFIRM THE CLEARANCE OF THIS PRICING SUPPLEMENT AND REGISTRATION OF THE BONDS ISSUED HEREUNDER WITH THE COMMISSION BY CONTACTING THE COMMISSION ON sec@sec.gov.ng OR +234(0)94621100 OR +234(0) 94621168.

LEAD ISSUING HOUSE



RC1031358

JOINT ISSUING HOUSES



RC 680774



RC 1297664



RC 485600



RC 446561



RC444999

RC 207138



RC 189502



RC 440370



RC 1383925



RC 1706693



RC 1031371



RC 639491



RC 1669966



RC 264978

THIS PRICING SUPPLEMENT IS DATED THE 5TH DAY OF DECEMBER 2022

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DEFINITION OF TERMS

“Allocation Confirmation Notices”	The notification issued to each Applicant confirming the Bonds allocated to the Applicant following the conclusion of the Book Build and determination of the relevant clearing price
“Allotment”	The issue of Bonds to successful bidders pursuant to this Pricing Supplement
“Allotment Date”	The date on which the Bonds are allotted to successful bidders
“Applicant”	A Qualified Investor who offers to purchase the Bonds and submits commitment form(s) to the Book Runner(s)
“Auditors”	Deloitte & Touche
“Bid Coupon Rates”	The coupon rate or price at which an Applicant offers to purchase the Bonds
“Board” or “Directors”	Board of Directors of the Issuer
“Bonds”	The Series 2 Bonds being issued in accordance with the terms of the Shelf Prospectus and this Pricing Supplement
“Bondholder” or “Holder”	Any registered owner of the Bonds
“Book Runner(s)”	The Issuing House(s) duly appointed by the Issuer to maintain the Book in respect of the Bonds being sold by way of Book Building
“Book Building” or “Book Build”	As defined in SEC Rule 321, a process of price and demand discovery through which a Book Runner seeks to determine the price at which securities should be issued, based on the demand from Qualified Investors
“CSCS”	Central Securities Clearing System, operated by the Central Securities Clearing Systems PLC
“Clearing Price”	The final Coupon Rate for the Bonds agreed among the Issuer and Issuing Houses following the Book Build
“Co-obligors”	Dangote Industries Limited, Dangote Oil Refining Company Limited and Dangote Fertiliser Limited
“Company” or “Issuer”	Dangote Industries Funding PLC
“Conditions” or “Terms and Conditions”	The terms and conditions of the Bonds set out in this Pricing Supplement

“Coupon” or “Coupon Rate”	The interest paid on the Bonds periodically, expressed as 16.75% of the face value of the Bonds
“Coupon Commencement Date”	5 December 2022
“Coupon Payment Date”	5 June and 5 December of each year until the Maturity Date provided that the first coupon payment date shall be 5 June 2023
“Depository”	CSCS and FMDQ Depository Limited
“Daily Official List”	The daily publication of NGX detailing price movements and information on all securities quoted on NGX
“Daily Quotations List”	The daily official publication of FMDQ containing market/model prices and yields, and the values traded on all securities listed and quoted on FMDQ
“DIL” or “Sponsor”	Dangote Industries Limited
“Fixed Rate Bonds”	Bonds in respect of which Coupon is to be calculated and paid on a fixed rate basis
“FMDQ”	FMDQ Securities Exchange Limited
“ISA”	Investments and Securities Act No. 29 of 2007 (as amended)
“Issue”	The issue of the Bonds to Qualified Investors
“Issue Date”	5 December 2022
“Issue Price”	₦1,000
“Issuing Houses”	The Joint Issuing Houses and the Lead Issuing House
“Joint Issuing Houses”	Absa Capital Markets Nigeria Limited, Afrinvest Capital Limited, Coronation Merchant Bank Limited, Ecobank Development Company Limited, FBNQuest Merchant Bank Limited, FCMB Capital Markets Limited, Futureview Financial Services Limited, Greenwich Merchant Bank Limited, Meristem Capital Limited, Quantum Zenith Capital & Investments Limited, Rand Merchant Bank Nigeria Limited, Standard Chartered Capital & Advisory Nigeria Limited, United Capital PLC and Vetiva Capital Management Limited
“Lead Issuing House”	Stanbic IBTC Capital Limited
“Maturity Date”	5 December 2032

“Minimum Participation Amount”	The amount stated on the Commitment Form
“Participation Amount”	The amount an Applicant offers for the purchase of the Bonds
“Pricing Supplement”	This supplemental prospectus which contains relevant information relating to the Bonds, including but not limited to, details about the price, amount, issue date and maturity date of the Bonds
“Principal” or “Principal Amount”	The nominal amount of each Bond, as specified in this Pricing Supplement
“Programme”	The ₦300,000,000,000 (Three Hundred Billion Naira) debt issuance programme registered with the SEC by the Issuer as described in the Shelf Prospectus
“Programme Trust Deed”	The Programme Trust Deed entered into by the Issuer, Co-obligors and the Trustees dated 19 July 2022
“Qualified Investor”	Qualified Institutional Investor or High Net Worth Investor as defined by the SEC Rules
“Rating Agency”	Global Credit Rating Company Limited
“Record Date”	Fifteen (15) days immediately preceding each Coupon Payment Date during which the Register will be closed
“Red Herring Prospectus”	The preliminary pricing supplement issued by the Issuing Houses to Qualified Investors for the purpose of determining the price and volume of the bonds to be issued
“Register”	The record maintained by the Registrar detailing amongst others, the particulars of Bondholders, nominal amount of Bonds held by each Bondholder and all subsequent transfers and changes in ownership of the Bonds
“Registrar”	Meristem Registrars & Probate Services Limited
“SEC” or “Commission”	Securities and Exchange Commission, Nigeria
“SEC Rules”	The rules and regulations of the SEC, 2013 (as may be amended from time to time)
“Series 2 Bonds”	The ₦112,415,455,000 Series 2 Bonds issued under the Programme
“Series Trust Deed”	The Deed supplementing or modifying the provisions of the Programme Trust Deed entered into by the Issuer, Co-Obligors and the Trustees and empowering the Trustees in relation to the issuance of the Bonds

“Shelf Prospectus”	The Shelf Prospectus approved by the SEC and dated 19 July 2022 that the Issuer filed in accordance with the SEC Rules
“Trustees”	ARM Trustees Limited, Coronation Trustees Limited, FBNQuest Trustees Limited, and Quantum Zenith Trustees & Investments Limited
“Validity Period”	A period of three (3) years from the date of the Shelf Prospectus, save as may be extended further to the approval of the SEC

PARTIES TO THE OFFER

Directors and Company Secretary of the Issuer

DIRECTORS

Olakunle Alake / *Alake*

Alhaji Aliko Dangote, GCON (Chairman)

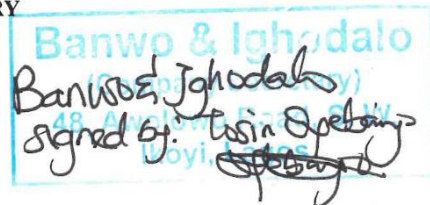
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Mr. Olakunle Alake

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

COMPANY SECRETARY

Banwo & Ighodalo
48, Awolowo Road
South-West Ikoyi
Lagos



Directors and Company Secretary of the Sponsor

DIRECTORS

Olakunle Alake / *Alake*

Alhaji Aliko Dangote, GCON (Chairman)

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Mr. Olakunle Alake

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Mr. Devakumar V.G. Edwin

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Alhaji Abdu Dantata

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Hajia Halima Aliko-Dangote

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Mr. Mansur Ahmed

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Dr. Adenike Fajemirokun

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Mr. Viswanathan Shankar

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Adenike
TOKUNBO ATURAMU
STANBIC IBTC CAPITAL

AUDIT AND RISK COMMITTEE OF THE SPONSOR

Mr. Arnold Ekpe (Chairman)

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Mr. Emmanuel Ikazoboh

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Mr. Viswanathan Shankar

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Dr. Adenike Fajemirokun

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Mr. Olakunle Alake

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Mr. Abdu Dantata

Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Mr. Arnold Ekpe *Halu* *Olabulo*
Address: Union Marble House, 1, Alfred *Alake*
Rewane Road, Falomo, Ikoyi, Lagos

Mr. Emmanuel Ikazoboh *Halu* *Olabulo*
Address: Union Marble House, 1, Alfred *Alake*
Rewane Road, Falomo, Ikoyi, Lagos


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PROFESSIONAL PARTIES

Lead Issuing House:

Stanbic IBTC Capital Limited

I.B.T.C. Place
Walter Carrington Crescent
Victoria Island
Lagos


FUNSO AKERE

Joint Issuing Houses:

FCMB Capital Markets Limited

First City Plaza (6th Floor)
44 Marina *Felwagzeng*
Lagos *Kazeem Raji*

FBNQuest Merchant Bank Limited

16, Keffi Street
Ikoyi
Lagos *Taiwo Okeowo*

Meristem Capital Limited *Salami*
20A Gerrard Road, Ikoyi, Lagos *Adekun*

Futureview Financial Services Limited
22, Oju-Olobun Street, Off Idejo Street,
Victoria Island, *Diamond*
Lagos *Joy*

**Standard Chartered Capital and Advisory
Nigeria Limited**

142 Ahmadu Bello Way
Victoria Island, Lagos *temu*
Deji-Bejide

Greenwich Merchant Bank Limited
Plot 1698A, Oyin Jolayemi Street
Victoria Island
Lagos *Benson Ogundeji*

Vetiva Capital Management Limited

Plot 266B Kofo Abayomi Street
Victoria Island
Lagos *Chuka Esika*

Rand Merchant Bank Nigeria Limited

3rd Floor East Tower, Wings Office
Complex
Victoria Island
Lagos *Bayo Ajayi*

ABSA Capital Markets Nigeria Limited

1, Murtala Muhammed Drive
Ikoyi, Lagos *ADEKUN ADEKUN*

**Quantum Zenith Capital & Investments
Limited**

12th Floor, Plot 2
Ajose Adeogun Street
Victoria Island
Lagos *Kennedy Ichibor*

Afrinvest Capital Limited *Victor*
27 Gerrard Road,
Ikoyi, Lagos *ADUKAUSA*

Coronation Merchant Bank Limited
Coronation House, 10, Amodu Ojikutu Street
Off Saka Tinubu Street
Victoria Island, Lagos *Mike Fayis*

Ecobank Development Company Limited

Ecobank Pan African Centre
270 B1 Ozumba Mbadiwe Avenue
Victoria Island
Lagos *David Remba*

United Capital PLC
3rd & 4th Floor Afriland Towers
97/105 Broad Street, Lagos Island
Lagos *Jimmy Anene*

Joint Trustees:

ARM Trustees Limited
1 Mekunwen Road
Ikoyi, Lagos **MICHAEL ABIODUN THOMAS**

Coronation Trustees Limited
Coronation House, 10, Amoda Ojikuru Street
Off Saka Tinubu Street
Victoria Island, Lagos

FBNQuest Trustees Limited
10 Keffi Street
Off Awolowo Road
Ikoyi
Lagos **Adekunle Awojobi**

Quantum Zenith Trustees & Investments Limited
12th Floor, Plot 2
Ajose Adeogun Street
Victoria Island, Lagos

Advised by:
Alliance Law Firm
Alliance House
71 Ademola Street,
South-West Ikoyi Lagos, Nigeria.

Solicitor to the Transaction:
Olaniwun Ajayi LP
The Adunola
Plot L2, 401 Close
Banana Island, Ikoyi
Lagos

Solicitor to the Issuer:
Banwo & Ighodalo
48 Awolowo Road
South-West Ikoyi
Lagos

Reporting Accountant:
Ernst & Young
UBA House
57 Marina
Lagos Island

Receiving Banks:

Access Bank Plc
14/15 Prince Alaba Oniru Street,
Victoria Island Lagos, Nigeria

FSDH Merchant Bank Limited
UAC House, 5th-8th Floor,
1/5 Odunlami Street, Lagos

First Bank of Nigeria Limited
35 Marina, Lagos

First City Monument Bank Limited
Primrose Towers,
17a, Tinubu Street,
Lagos

Stanbic IBTC Bank Plc
I.B.T.C. Place,
Walter Carrington Crescent,
Victoria Island, Lagos

Standard Chartered Bank Nigeria Limited
142 Ahmadu Bello Way
Victoria Island, Lagos

Zenith Bank Plc
Plot 84, Ajose Adeogun Street,
Victoria Island, Lagos

Registrar:
Meristem Registrars & Probate Services Limited
213 Herbert Macaulay Way,
Yaba
Lagos
<http://meristemng.com/>
Email: info@meristemregistrars.com
Telephone number: +234 (1) 280 9250 - 4

Auditor:
Deloitte & Touche
Civic Towers, Plot GA1
Ozumba Mbadiwe Avenue
Victoria Island, Lagos

Rating Agency: *Sulist*
Suliat Ayiola-Farayola

Global Credit Rating Company Limited
17th Floor, New Africa House
31 Marina
Lagos

Stockbroker: *[Signature]*
Sulewa Balhira

Meristem Stockbrokers Limited
20A Gerrard Road
Ikoyi, Lagos

SUMMARY OF THE OFFER

1.	Issuer:	Dangote Industries Funding PLC
2.	Sponsor:	Dangote Industries Limited
3.	Co-obligors:	Dangote Industries Limited, Dangote Oil Refining Company Limited, Dangote Fertiliser Limited
4.	Description of the Bond:	10-year 16.75% fixed rate senior unsecured Bonds due 2032
5.	Series Number:	2
6.	Tranche:	N/A
7.	Specified Currency:	Nigerian Naira (“₦”)
8.	Aggregate Nominal Amount:	₦112,415,455,000
9.	Issue Price:	At par, ₦1,000 per unit of the Bond
10.	Net proceeds:	₦111,003,719,992.85
11.	Minimum Participation Amount:	<p>Minimum of ₦10,000,000 (i.e., 10,000 units at ₦1,000 per unit) and multiples of ₦1,000 thereafter.</p> <p>Bids below the Minimum Participation Amount will be disregarded unless they form part of a cumulative bid from the same investor that is, in aggregate, greater than the Minimum Participation Amount. Final allotment to respective bidders may be less than the Minimum Participation Amount if bids must be pro-rated for any reason.</p>
12.	Tenor:	10 years
13.	Allotment Date:	5 December 2022
14.	Issue Date:	5 December 2022
15.	Coupon Commencement Date:	Coupon shall accrue from the Issue Date
16.	Maturity Date:	5 December 2032
17.	Coupon Basis:	Semi-annual, fixed rate
18.	Coupon Rate:	16.75% p.a. payable semi-annually in arrears
19.	Principal Redemption Basis:	If not redeemed earlier in accordance with the redemption provisions in Condition 5 (Schedule 1) on pages 15 and 16 of the Series Trust Deed, the Bonds shall be redeemed in full on the Maturity Date
20.	Source of Repayment:	The payment account for the Series 2 Bonds shall be funded by the Sponsor from its cashflows in such frequency and in such instalments as specified in the Repayment Schedule on page 78 (Appendix G) of this Pricing Supplement, for the purpose of paying interest and Principal Amount on the Series 2 Bonds

21.	Ranking:	The Bonds shall constitute direct, unconditional, senior and unsecured obligations of the Issuer and shall at all times rank pari passu and without any preference among themselves
22.	Payment Undertaking:	In consideration of the Bondholders investment in the Series 2 Bonds, each Co-obligor irrevocably and unconditionally undertakes to the Trustees on behalf of the Bondholders, that it will be severally and jointly responsible with the Issuer for the prompt settlement of the payment obligations of the Issuer to the Bondholders, with respect to the Series 2 Bonds
23.	Use of Proceeds:	See 'Use of Proceeds' on page 39 (Appendix C)
24.	Listing(s):	Application for listing of the Bonds has been made to NGX and/or FMDQ
PROVISIONS RELATING TO COUPON PAYABLE		
25.	Fixed Rate Bond Provisions:	
	(i) Coupon Payment Date(s)/Payment Dates:	Coupon on the Bonds will be payable semi-annually, on 5 June and 5 December of each year commencing on 5 December 2022 until the Maturity Date
	(ii) Coupon Amount(s):	As applicable for each Coupon period (Coupon accumulated between each Coupon payment) using the actual / actual day count fraction
	(iii) Day Count Fraction:	Actual/actual (actual number of days in a month/ actual number of days in the year)
	(iv) Business Day Convention:	Where the day on which a payment is due to be made is not a Business Day, that payment shall be effected on the next succeeding Business Day unless that succeeding Business Day falls in a different month in which case, payment shall be made on the immediately preceding Business Day
	(v) Other terms relating to method of calculating Coupon for Fixed Rate Bonds:	N/A
	(vi) Floating Rate Bond Provisions:	N/A
	(vii) Zero Coupon Note Provisions:	N/A
	(viii) Index Linked Coupon Note Provisions:	N/A
	(ix) Dual Currency Note Provisions:	N/A
	(x) Automatic/ Optional Conversion from one Coupon Payment Basis to another:	N/A
PROVISIONS RELATING TO REDEMPTION/REPAYMENT		
26.	Optional Early Redemption:	

	(i) Call Option:	N/A
	(ii) Call Price:	N/A
	(iii) Put Option:	N/A
27.	Scheduled Amortization:	See page 78 of this pricing supplement for the repayment schedule
28.	Redemption:	The Bonds shall be redeemed in full on the Maturity Date unless previously redeemed pursuant to Condition 5 (Schedule 1) on pages 15 and 16 of the Series Trust Deed
29.	Repayment Basis:	Bullet repayment on maturity
30.	Final Redemption Amount:	₦112,415,455,000
31.	Scheduled Redemption Dates:	N/A
32.	Early Redemption Amount(s) payable on redemption for tax reasons pursuant to Condition 5.2 (Redemption for tax reasons) (Schedule 1) on pages 15 and 16 of the Series Trust Deed	Nominal Amount outstanding on the date of redemption
GENERAL PROVISIONS APPLICABLE TO THE BONDS		
33.	Form of Bonds:	The Bonds will be issued in registered, dematerialized form. The issue and ownership of the Bonds will be effected and evidenced by the particulars of the Bonds being entered in the Register by the Registrar and the Bonds being electronically credited in the Depository accounts of the Bondholders
34.	Registrar:	Meristem Registrars & Probate Services Limited
35.	Trustees:	ARM Trustees Limited, Coronation Trustees Limited, FBNQuest Trustees Limited and Quantum Zenith Trustees & Investments Limited
36.	Record Date:	Fifteen (15) days immediately preceding each Coupon Payment Date, during which the Register will be closed
37.	Other terms or special conditions:	See "Terms and Conditions of the Bonds" on pages 44 to 51
38.	Payment Agent:	N/A
DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS		
39.	Method of Distribution:	Offer for subscription by Book Building
40.	Underwriting:	The Offer will not be underwritten
41.	Delivery:	Delivery after payment following clearance by the SEC
42.	Clearing:	FMDQ Clear Limited and CSCS
43.	Depository:	CSCS (Address: Stock Exchange House 2/4 Customs Street, Lagos, Nigeria) and FMDQ Depository Limited (53, Idowu Taylor Street, Victoria Island, Lagos, Nigeria)
44.	Transfer Restrictions:	There are no restrictions in Nigeria on free transferability of the securities following the listing of the Bonds other than Rule 322 of the SEC Rules, which limits sale to

		Qualified Institutional Investors and High Net-worth Investors
45.	Transfer:	Transfer of the Bonds shall be by book entries in securities accounts held by the transferor and transferee in the Depository in accordance with the procedures of the Depository or such alternative clearing system approved by the Issuer and the Trustees, and registration of the name of the transferee in the Bond Register in respect of Bonds then held
46.	Offer Period:	See timetable on page 17
GENERAL		
47.	Ratings:	Issue Rating: AA+ by Global Credit Rating Company Limited Issuer Rating: AA+ by Global Credit Rating Company Limited A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency
48.	Date of Issue of Credit Ratings and Date of Next Review:	Rating obtained in September 2022 from the Global Credit Rating Company Limited. Next reviews are appropriate in or before the rating expiration dates as stated in the respective ratings report
49.	Indebtedness:	The total outstanding debt of the Issuer as at the date of this Pricing Supplement is ₦187,584,545,000.00 The total outstanding debt issuance of the Sponsor as at 31 December 2021 was ₦1.75 trillion
50.	Taxation:	See tax considerations on page 209 of the Shelf Prospectus and page 48 - 49 of this Pricing Supplement
51.	Risk Factors:	See “Risk Factors” on pages 110-114 of the Shelf Prospectus
52.	Governing Law:	The Bonds will be governed by, and construed in accordance with the laws of the Federal Republic of Nigeria
53.	Material Changes:	Save as disclosed in the Shelf Prospectus (please see pages 10 and 11 of the Shelf Prospectus for the declarations by the Issuer and the Sponsor) as read together with this Pricing Supplement, the Board confirms that there has been no material adverse change in the Sponsor’s financial position since the end of the year ended 31 December 2021
54.	Declarations:	Except as otherwise disclosed in the Shelf Prospectus (please see pages 10 and 11 of the Shelf Prospectus for the declarations by the Issuer and the Sponsor) and this Pricing Supplement (a) None of the Directors is under any bankruptcy or insolvency proceedings in any court of law;

		<p>(b) None of the Directors has been convicted in any criminal proceedings;</p> <p>(c) None of the Directors is subject of any order, judgement or ruling of any court of competent jurisdiction or regulatory body relating to fraud or dishonesty; and</p> <p>(d) The Issuer has not, during the twelve calendar months immediately preceding the date of application to the Commission for registration of the Shelf Prospectus and during the effective period of the Shelf Prospectus, breached any terms and conditions in respect of borrowed monies which has resulted in the occurrence of an event of default and an immediate recall of such borrowed monies.</p> <p>Also see Declaration by the Issuer on pages 18-19</p>
55.	Summary of Financials:	Please see pages 61 - 77 of this Pricing Supplement.

CORPORATE INFORMATION OF ISSUER:

Head Office:

Dangote Industries Funding Plc
Union Marble House
1, Alfred Rewane Road
Falomo, Ikoyi, Lagos

Contact information:

Website: www.dangote.com
Telephone: +234 802 314 3957
Email: groupcorpfin@dangote.com

APPENDIX A: INDICATIVE TRANSACTION TIMELINE

DATE	ACTIVITY	RESPONSIBILITY
1 November 2022	Receive SEC approval of the Red Herring Prospectus to commence Book Building	Issuing Houses
3 November 2022	Commence Book Building	Issuing Houses / Book Runners
16 November 2022	Conclude Book Building	Issuing Houses / Book Runners
16 November 2022	Determine coupon rate and aggregate principal amount of Bonds to be issued	Issuing Houses / Book Runners
16 November 2022	Dispatch Allocation Confirmation Notices to successful investors	Issuing Houses / Book Runners
18 November 2022	Update Pricing Supplement and other offer documents and file with the SEC	Issuing Houses
30-Nov-22	Obtain SEC's 'No-Objection' and clearance to convene signing ceremony	Issuing Houses / Book Runners
5-Dec-22	Conduct signing of offer documents	All Parties
5-Dec-22	Effect payment of Participation Amounts to Receiving Banks	Applicants
6-Dec-22	Remit net issue proceeds to the Issuer	Receiving Banks
8-Dec-22	File executed offer documents and the Basis of Allotment with SEC	Issuing Houses
16-Dec-22	Receive SEC 'No Objection' to the Basis of Allotment	Issuing Houses
23-Dec-22	Publish allotment announcement	Issuing Houses
31-Dec-22	Credit Depository accounts of investors/allottees	Registrars
10-Jan-23	Obtain approval for listing of the Bonds	Issuing Houses/Stockbrokers
15-Jan-23	Listing of the Bonds	Issuing Houses/Stockbrokers
16-Jan-23	File Post Allotment Report	Issuing Houses

APPENDIX B: DECLARATION BY ISSUER AND OTHER DISCLOSURES

DECLARATION BY THE ISSUER



Dangote Industries Funding Plc

Union Marble House
1, Alfred Rewane Road
Ikoyi, Lagos, Nigeria
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Tel: +234 1 2695108, 2695109, 2695110
Fax: +234 1 2695009, 2695316
E-mail: dangote@dangote.com
website: www.dangote.com

RC 1901506

01 August 2022

DECLARATION BY THE ISSUER – ISSUANCE OF UP TO ₦112,415,455,000 SERIES 2 BONDS UNDER THE DANGOTE INDUSTRIES FUNDING PLC ₦300,000,000,000 DEBT ISSUANCE PROGRAMME

This Pricing Supplement has been prepared on our behalf to provide information and disclosures on relevant aspects of Dangote Industries Funding PLC (the “Issuer”) and Dangote Industries Limited (the “Sponsor”), to prospective investors in connection with the investment in the securities to be issued thereunder.

On behalf of the Board of Directors, we hereby make the following declarations to the best of our knowledge and belief:

1. We confirm that the information contained in this Pricing Supplement is in accordance with the facts and contains no omission likely to affect its import;
2. There has been no significant change in the financial condition or material adverse change in the prospects of the Issuer since the date of publication of the Shelf Prospectus;
3. The Issuer is not in breach of any terms and conditions in respect to borrowed monies which resulted in the occurrence of an event of default and an immediate recall of such borrowed monies during the twelve (12) months preceding the date of this Pricing Supplement; and
4. No prosecution has been commenced against either the Issuer or any of its subsidiaries during the twelve (12) calendar months immediately preceding the date of this Pricing Supplement in respect of any breach or contravention of any provision of the Companies and Allied Matters Act or the listing requirements of any Securities Exchange on which the securities of the Issuer are listed.

CERTIFIED TRUE COPY

Yours faithfully,

SIGNED for and on behalf of **Dangote Industries Funding PLC**

By its duly authorized representatives



Olakunle Alake
Director


Aliko Dangote
Director


Banwo & Ighodalo
Company Secretary



Witnesses: Alhaji Aliko Dangote, GCON, Olakunle Alake


Chidi Okoroji Esq.
Notary Public
Federal Republic Of Nigeria
Suite 20B, Entrance 7,
East Wing Tbs, Lagos.
chidiokoroji@gmail.com
08037218355



Dangote Industries Limited

RC No: 71242

Marble House
1, Alfred Rewane Road,
Ikoyi, Lagos, Nigeria
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Fax: +234 1 2695009, 2695316
Email: dangote@dangote.com
Website: www.dangote.com

01 August 2022

DECLARATION BY THE SPONSOR – ISSUANCE OF UP TO ₦112,415,455,000 SERIES 2 BONDS UNDER THE DANGOTE INDUSTRIES FUNDING PLC ₦300,000,000,000 DEBT ISSUANCE PROGRAMME

This Pricing Supplement has been prepared on our behalf to provide information and disclosures on relevant aspects of Dangote Industries Funding PLC (the "Issuer") and Dangote Industries Limited (the "Sponsor"), to prospective investors in connection with the investment in the securities to be issued thereunder.

On behalf of the Board of Directors, we hereby make the following declarations to the best of our knowledge and belief:

1. We confirm that the information contained in this Pricing Supplement is in accordance with the facts and contains no omission likely to affect its import;
2. There has been no significant change in the financial condition or material adverse change in the prospects of the Sponsor since the date of publication of the Shelf Prospectus;
3. The Sponsor is not in breach of any terms and conditions in respect to borrowed monies which resulted in the occurrence of an event of default and an immediate recall of such borrowed monies during the twelve (12) months preceding the date of this Pricing Supplement; and
4. No prosecution has been commenced against either the Sponsor or any of its subsidiaries during the twelve (12) calendar months immediately preceding the date of this Pricing Supplement in respect of any breach or contravention of any provision of the Companies and Allied Matters Act or the listing requirements of any Securities Exchange on which the securities of the Sponsor are listed.

Yours faithfully,

SIGNED for and on behalf of **Dangote Industries Limited**

By its duly authorized representatives


Mustapha Ibrahim
Chief Financial Officer


Mahmud Kazaure
Company Secretary


Olakunle Alake
Group Managing Director


Chidi Okoroji Esq.
Notary Public
Federal Republic Of Nigeria
Suite 20B, Entrance 7,
East Wing Tbs, Lagos.
chidiokoroji@gmail.com
08037218355

Directors: Aliko Dangote GCON, Olakunle Alake (GMD), Abdu Dantata, Devakumar V. G. Edwin (Indian), Halima Aliko, Adenike Fajemirokun, Ahmed Mansur, Emmanuel Ikazoboh, Viswanathan Shankar (Singaporean), Arnold Ekpe

CERTIFIED TRUE COPY



CONFIRMATION OF GOING CONCERN STATUS



Dangote Industries Limited RC No. 71342
Marble House
1, Alfred Rewane Road,
Ikoyi, Lagos, Nigeria
Tel: +234 1 2695108, 2695109, 2695110
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Email: dangote@dangote.com
Website: www.dangote.com

01 August 2022

The Chief Executive
Stanbic IBTC Capital Limited
I.B.T.C. Place
Walter Carrington Crescent
Victoria Island
Lagos

Dear Sir

Confirmation of Going Concern Status of Dangote Industries Limited

Dangote Industries Funding PLC is in the process of raising up to ₦112,415,455,000 Series 2 Bonds under its ₦300,000,000,000 Debt Issuance Programme registered by the Securities and Exchange Commission for which Dangote Industries Limited is the Sponsor.

Based on the review of our financial statements for the year ended 31 December 2021, we have a reasonable expectation that Dangote Industries Limited has adequate resources to continue as a going concern in the foreseeable future.

This letter has been prepared solely for compliance with the rules and regulations of the Securities and Exchange Commission.

Yours faithfully,
For and on behalf of **Dangote Industries Limited**

MUSTAPHA IBRAHIM
CHIEF FINANCIAL OFFICER

OLAKUNLE ALAKE
GROUP MANAGING DIRECTOR



Chidi Oloroji Esq.
Notary Public
Federal Republic of Nigeria
Suite 20B, Entrance 7,
East Wing TSC, Lagos
chidooloroji@gmail.com

Directors: Aliko Dangote GCON, Olakunle Alake (GMD), Abdu Dantata, Devakumar V. G. Edwin (Indian), Halima Aliko-Dangote, Adenike Fajemirokun, Ahmed Mansur, Emmanuel Ikazoboh, Viswanathan Shankar (Singaporean), Arnold Ekpe

5 August 2022

The Chief Executive
Stanbic IBTC Capital Limited
I.B.T.C. Place
Walter Carrington Crescent
Victoria Island
Lagos.

Dear Sir,

Going Concern Status of Dangote Industries Limited in respect of the issuance of up to ₦112,415,455,000 Series 2 Bonds under its ₦300,000,000,000 Debt Issuance Programme (the "Issue")

Dangote Industries Funding PLC is in the process of raising up to ₦112,415,455,000 Series 2 Bonds under its ₦300,000,000,000 Debt Issuance Programme registered by the Securities and Exchange Commission for which Dangote Industries Limited is the Sponsor.

We have audited the consolidated and separate financial statements of the Sponsor for the year ended 31 December 2021, which were prepared in accordance with the International Financial Reporting Standards, the Companies and Allied Matters Act, 2020, and the Financial Reporting Council of Nigeria Act, 2011.

Based on our audit of the financial statements of the Sponsor for the year ended 31 December 2021, we confirm that nothing has come to our attention that causes us to believe the Sponsor will not continue as a going concern in the foreseeable future. Therefore, we consider it appropriate that the Directors of the Sponsor have prepared the financial statements for the year ended 31 December 2021 on a going concern basis.

This letter has been prepared solely for compliance with the rules and regulations of the Securities and Exchange Commission.

Yours faithfully
For: Deloitte & Touche



Chizoba Onyebuchi
Partner, Audit Services



Chidi Okoroji Esq.
Notary Public
Federal Republic of Nigeria
Suite 205, Entrance 7,
East Wing TBS, Lagos
chidiokoroji@gmail.com



AUTHORISATION OF BONDS



Dangote Industries Funding Plc

RC1891506

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website: www.dangote.com

THE FEDERAL REPUBLIC OF NIGERIA
THE COMPANIES AND ALLIED MATTERS ACT, 2020
PUBLIC COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION OF THE BOARD OF DIRECTORS
OF
DANGOTE INDUSTRIES FUNDING PLC

Explanatory Statement/Background

Dangote Industries Limited and its subsidiaries (the "**Dangote Group**") have resolved to raise capital in the Nigerian capital markets and have appointed Dangote Industries Funding Plc (the "**Company**" or "**Issuer**"), to act as the Group's authorized agent towards raising the required capital for the benefit of Dangote Industries Limited, Dangote Oil Refining Company Limited and Dangote Fertilizer Limited ("**Co-obligors**"). The Co-obligors shall discharge the obligations under the capital raise as set out in the applicable transaction documents.

By virtue of a resolution of the board of directors of the Company (the "**Board**") passed on 8th day of March 2022, the Company established a capital raising programme in an amount of ₦300,000,000,000 (Three Hundred Billion Naira) for the issuance of sukuku, investment certificates, bonds, green bonds, or other debt, equity, debt-linked, equity-linked, credit-linked, currency-linked or other hybrid securities, whether convertible, redeemable, senior, secured, unsecured, by way of a public offering, private placement, book building process or any other method(s), in such tranches, series or proportions, at such coupon or interest rates (where applicable), within such maturity periods, at such dates and time and on such terms and conditions, as may be determined by the Board and in compliance with applicable rules and regulations; subject to obtaining the approvals of relevant regulatory authorities (the "**Programme**").

Resolutions

Pursuant to the provisions of the Companies and Allied Matters Act No. 3 of 2020 (as amended), we the undersigned, being members of the Board for the time being, hereby resolve as follows:

- a. *that further to the establishment of the Programme, the Company be and is hereby authorised to raise capital in the aggregate amount of up to **₦112,415,455,000 (One Hundred and Twelve Billion, Four Hundred and Fifteen Million, Four Hundred***

Directors: Alhaji Aliko Dangote, GCON, Olakunle Alake

and Fifty Five Thousand Naira) through the issuance of bonds under the Programme (the "Series 2 Bonds");

- b. *that the Company be and is hereby authorized to make available to the Co-Obligors the proceeds from the Series 2 Bonds via such arrangement and pursuant to any transaction structure as the parties may deem fit, on such terms and conditions as the parties may agree; subject to obtaining all requisite approvals from applicable regulatory authorities;*
- c. *that 2 (two) directors of the Company or a director and the company secretary of the Company be and are hereby authorised to sign and/or execute all documents and agreements to be entered into by the Company in connection with the Series 2 Bonds and with any of the foregoing; and*
- d. *that the Company be and is hereby authorised to engage the services of professional advisers, take such further lawful action and do such further things necessary for and incidental to effecting the above resolutions"*

Dated this 25th day of July 2022



DIRECTOR
NAME: ALIKO DANGOTE



DIRECTOR
NAME: OLAKUNLE ALAKE



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Marble House
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Email: dangote@dangote.com
Website: www.dangote.com

THE FEDERAL REPUBLIC OF NIGERIA
THE COMPANIES AND ALLIED MATTERS ACT, 2020
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION OF THE BOARD OF DIRECTORS
OF
DANGOTE INDUSTRIES LIMITED (the "COMPANY")

Explanatory Statement/Background

Dangote Industries Limited and its subsidiaries (the "Dangote Group") have resolved to raise capital in the Nigerian capital markets and have appointed Dangote Industries Funding Plc (the "Issuer"), to act as the Group's authorized agent towards raising the required capital for the benefit of Dangote Oil Refining Company Limited, Dangote Fertilizer Limited and the Company ("Co-obligors"). The Co-obligors shall discharge the obligations under the capital raise as set out in the applicable transaction documents.

By virtue of a resolution of the board of directors of the Issuer passed on 8th day of March, 2022, the Issuer established a capital raising programme in an amount of **₦300,000,000,000 (Three Hundred Billion Naira)** for the issuance, of sukuks, investment certificates, bonds, green bonds, or other debt, equity, debt-linked, equity-linked, credit-linked, currency-linked or other hybrid securities, whether convertible, redeemable, senior, secured, unsecured, by way of a public offering, private placement, book building process or any other method(s), in such tranches, series or proportions, at such coupon or interest rates (where applicable), within such maturity periods, at such dates and time and on such terms and conditions, as may be determined by the board of directors of the Issuer and in compliance with applicable rules and regulations; subject to obtaining the approvals of relevant regulatory authorities (the "Programme").

The Issuer, pursuant to a resolution passed on 25th July 2022, intends to issue bonds under the Programme for an amount of up to **₦112,415,455,000 (One Hundred and Twelve Billion, Four Hundred and Fifteen Million, Four Hundred and Fifty Five Thousand Naira)** as may be determined via book building ("Series 2 Bonds"), and acting as an authorized agent, make the proceeds therefrom available to the Co-Obligors as required, from time to time or enter into such other arrangements pursuant to which the proceeds are available to the order of the Co-obligors. To be undertaken on such terms and conditions as may be determined by the board of directors of the Issuer and pursuant to the transaction documents to be entered into in respect of the Programme, subject to obtaining all requisite approvals from the relevant regulatory authorities.

Directors: Aliko Dangote GCON, Olakunle Alake (GMD), Abdu Dantata, Devakumar V. G. Edwin (Indian), Halima Aliko-Dangote, Adenike Fajemirokun, Ahmed Mansur, Emmanuel Ikazoboh, Viswanathan Shankar (Singaporean), Arnold Ekpe



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Fax: +234 1 2695009, 2695316
Email: dangote@dangote.com
Website: www.dangote.com

Resolutions

Pursuant to the provisions of the Companies and Allied Matters Act No. 3 of 2020 (as amended), we the undersigned, being members of the board of directors of the Company ("**Board**") for the time being, hereby resolve as follows:

- a. *that the Company be and is hereby authorised to raise capital of up to ₦112,415,455,000 (One Hundred and Twelve Billion, Four Hundred and Fifteen Million, Four Hundred and Fifty Five Thousand Naira) through the Issuer and receive the proceeds therefrom via such arrangement and pursuant to any transaction structure as the parties may deem fit and, on such terms, and conditions as the parties may agree;*
- b. *that the Company be and is hereby authorized to support and/or guarantee the Series 2 Bonds to be issued by the Issuer under the Programme ("**Transaction**"), subject to obtaining the requisite approval of relevant regulatory authorities;*
- c. *that the Company be and is hereby authorized to enter into and execute all such agreements (including agency agreement, transaction implementation agreement), deeds, notices and other documents as may be necessary for or incidental to the Transaction and the relevant Transaction structure for receiving the proceeds and or benefits of the Series 2 Bonds from the Issuer and do all such things necessary to give effect to the above resolutions including appointing professional parties and advisers;*
- d. *that any two directors of the Company or a director and the company secretary of the Company be and are hereby authorized to sign and/or execute all documents and agreements to be entered into by the Company in connection with the Transaction; and*
- e. *that the Company be and is hereby authorised to engage professional advisers, take such further lawful action and do such further things necessary for and incidental to effecting the above resolutions."*

Dated this 25th day of July 2022

Directors: Aliko Dangote GCON, Olakunle Alake (GMD), Abdu Dantata, Devakumar V. G. Edwin (Indian), Halima Aliko-Dangote, Adenike Fajemirokun, Ahmed Mansur, Emmanuel Ikazoboh, Viswanathan Shankar (Singaporean), Arnold Ekpe



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DIRECTOR
NAME: ALIKO DANGOTE

DIRECTOR
NAME: D.V.G. EDWIN

DIRECTOR
NAME: ABDU DANTATA

DIRECTOR
NAME: AHMED MANSUR

DIRECTOR
NAME: ARNOLD EKPE

DIRECTOR
NAME: OLAKUNLE ALAKE

DIRECTOR
NAME: HALIMA ALIKO DANGOTE

DIRECTOR
NAME: ADENIKE FAJEMIROKUN

DIRECTOR
NAME: EMMANUEL IKAZOBOH

DIRECTOR
NAME: VISWANATHAN SHANKAR

Directors: Aliko Dangote GCON, Olakunle Alake (GMD), Abdu Dantata, Devakumar V. G. Edwin (Indian), Halima Aliko-Dangote, Adenike Fajemirokun, Ahmed Mansur, Emmanuel Ikazoboh, Viswanathan Shankar (Singaporean), Arnold Ekpe



Dangote Industries Limited INC No: 72942

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DIRECTOR
NAME: ALIKO DANGOTE

DIRECTOR
NAME: OLAKUNLE ALAKE

DIRECTOR
NAME: D.V.G. EDWIN

DIRECTOR
NAME: HALIMA ALIKO DANGOTE

DIRECTOR
NAME: ABDU DANTATA

DIRECTOR
NAME: AHMED MANSUR


DIRECTOR
NAME: ADENIKE FAJEMIROKUN

DIRECTOR
NAME: EMMANUEL IKAZOBOH

DIRECTOR
NAME: ARNOLD EKPE

DIRECTOR
NAME: VISWANATHAN SHANKAR

Directors: Aliko Dangote GCON, Olakunle Alake (GMD), Abdu Dantata, Devakumar V. G. Edwin (Indian), Halima Aliko-Dangote, Adenike Fajemirokun, Ahmed Mansur, Emmanuel Ikazoboh, Viswanathan Shankar (Singaporean), Arnold Ekpe



DIRECTOR **DIRECTOR**
NAME: ARNOLD EKPE **NAME:**
VISWANATHAN SHANKAR

Directors: Aliko Dangote GCON, Oluksunle Alake (GMD), Abdu Dantata, Devakumar V. G. Edwin (Indian), Halima Aliko-Dangote, Adenike Fajemirokun, Ahmed Mansur, Emmanuel Ikizoboh, Viswanathan Shankar (Singaporean), Arnold Ekpe

I. OWNERSHIP STRUCTURE

The current issued share capital of the Company is ₦2,000,000.00 divided into 2,000,000 ordinary shares of ₦1.00each, which has been fully paid up.

The table below sets out the outstanding issued and paid-up capital legally and/or beneficially held by the shareholders of the Company as at the date of this Pricing Supplement:

NAME OF SHAREHOLDER	NO. OF ORDINARY SHARES HELD	SHAREHOLDING (%)
Dangote Industries Limited	1,999,999	99.9999%
Alhaji Aliko Dangote	1	0.00005%

The current authorised share capital of the Sponsor is ₦2,000,000,000 (Two Billion Naira) divided into 2,000,000,000 (Two Billion) ordinary shares of ₦1.00k each. As at 31 December 2021, the issued share capital of the Sponsor was 1,000,000,000 (One Billion) ordinary shares, which has been fully paid up.

The table below sets out the outstanding issued and paid-up capital legally and/or beneficially held by the shareholders of the Sponsor as at 31 December 2021:

NAME OF SHAREHOLDER	NO. OF ORDINARY SHARES HELD	SHAREHOLDING (%)
Greenview International Corporation	999,900,000	99.99%
Dangote Nigeria Limited	100,000	0.01%

SHARE CAPITAL HISTORY

The share capital history of the Sponsor is as set out below:

Date	Authorised (=N=)		Issued & Fully Paid (=N=)	
	Increase	Cumulative	Increase	Cumulative
18/4/1985	0	500,000	0	500,000
8/2/1994	9,500,000	10,000,000	9,500,000	10,000,000
21/4/1999	990,000,000	1,000,000,000	990,000,000	1,000,000,000
5/1/2006	1,000,000,000	2,000,000,000	0	1,000,000,000

II. DIRECTORS' INTERESTS

The interests of the Directors of the Sponsor in the issued share capital as notified by them for the purpose of section 301(1) of CAMA as at 31 December, 2021 are as follows:

Director	Direct Shareholding	Indirect Shareholding	%
Alhaji Aliko Dangote	-	999,900,000	99.99%

III. Material Contracts

The following agreements are considered material to the transaction:

- **A Programme Trust Deed** dated 19 July 2022 amongst the Issuer, the Sponsor, the Co-obligors and the Trustees.
- **A Series 1 (Tranche A) Trust Deed** dated 19 July 2022 between the Issuer, the Sponsor, the Co-obligors and the Trustees.
- **A Series 1 (Tranche B) Trust Deed** dated 19 July 2022 between the Issuer, the Sponsor, the Co-obligors and the Trustees.
- **A Series 1 Deed of Undertaking**, dated 19 July 2022 by the Sponsor and the Co-obligors in favour of the Issuer and the Trustees.
- **A Series 1 Vending Agreement** dated 19 July 2022 amongst the Issuer, the Sponsor and the Issuing Houses.
- **A Series 2 Trust Deed** dated 5 December 2022 between the Issuer, the Sponsor, the Co-obligors and the Trustees.
- **A Series 2 Vending Agreement** dated 5 December 2022 amongst the Issuer, the Sponsor and the Issuing Houses.
- **A Series 2 Deed of Undertaking** dated 5 December 2022 by the Sponsor and the Co-obligors in favour of the Issuer and the Trustees.

IV. Claims and Litigation

The opinion of the Solicitors to the Transaction, in connection with the issuance of the Bonds by the Issuer (the “**Transaction**”) is set out below:

30 August 2022

The Chief Executive
Stanbic IBTC Capital Limited
I.B.T.C. Place
Walter Carrington Crescent
Victoria Island
Lagos.

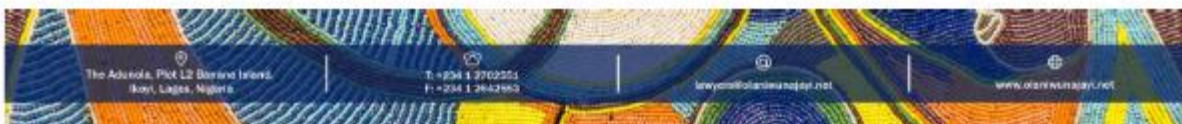
Dear Sir,

THE ISSUANCE OF UP TO ₦112,415,455,000 SERIES 2 BONDS UNDER THE ₦300,000,000,000 BOND ISSUANCE PROGRAMME BY DANGOTE INDUSTRIES FUNDING PLC (THE TRANSACTION)

1. This report has been issued in respect of the captioned bond issuance in our capacity as Solicitor to the Transaction.
2. In our capacity as Solicitor to the Transaction, we requested for information relating to pending claims, contingent liability, and litigation (**Claims & Litigation**) against Dangote Industries Funding Plc (the **Issuer**). Further to our request, we were provided with a letter dated 29 August 2022 written by the Issuer (the **Letter**). The Letter indicates that:
 - 2.1. there are no on-going, threatened or pending arbitration, litigation, administrative or regulatory proceedings, investigations or hearings or any other governmental action (**Proceedings**) against the Issuer which have or have had a material adverse effect on the Issuer, its financial position or on the Transaction; and
 - 2.2. there are no outstanding settlements, arbitral awards, judgments, rulings, injunctions, or other decrees or orders made in favour of or against the Issuer which have or have had effect on the Issuer, its financial position or on the Transaction.
3. Based on the Letter, the Solicitor to the Transaction is of the opinion that there are no litigation or other dispute resolution claims that may adversely affect the Issuer, the Transaction or the Issuer's ability to perform its obligations in relation to the Transaction.

Qualifications and Assumptions

- A. For the purpose of giving this opinion, we have examined only the Letter as provided to us by the Issuer, in relation to the Issuer's Claims & Litigation.
- B. This opinion is based on the assumption that the information detailed in the Letter is genuine, complete and accurate.
- C. We do not affirm the completeness and/or accuracy of the information and the contents of the Letter.





- D. The Solicitor to the Transaction abjures any liability arising from: (i) the incompleteness or inaccuracy of the information detailed in the Letter, or any other document emanating from the Issuer, and which we have relied upon in this opinion; and (ii) the Issuer's omission to provide any information or documentation relating to the Issuer's Claims & Litigations.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'Yewande Senbore', written over a faint circular stamp.

YEWANDE SENBORE
PARTNER
OLANIWUN AJAYI LP

The opinion of the Solicitors to the Transaction, with respect to the Sponsor is set out below:



30 August 2022

The Chief Executive

Stanbic IBTC Capital Limited

I.B.T.C. Place

Walter Carrington Crescent

Victoria Island

Lagos

Dear Sir,

THE ISSUANCE OF UP TO ₦112,415,455,000 SERIES 2 BONDS UNDER THE ₦300,000,000,000 BOND ISSUANCE PROGRAMME BY DANGOTE INDUSTRIES FUNDING PLC (THE TRANSACTION): SUMMARY OF CLAIMS AND LITIGATION

This report has been issued in respect of the captioned bond issuance in our capacity as Solicitor to the Transaction.

For the purpose of issuing our opinion on claims and litigation, we requested for information in respect of matters (a) with a minimum monetary claim of ₦100,000,000.00 (One Hundred Million Naira); and (b) seeking declaration in relation to Dangote Industries Limited (**DIL or the Sponsor**), Dangote Fertiliser Limited (**DFL**) and Dangote Oil Refining Company Limited (**DORC**) (both DFL and DORC referred to as Co-Obligors) (**Material Litigation**). Further to our request, we were provided with case files and information on litigation involving DIL, DFL and DORC, showing 10 (Ten) cases pending against the Sponsor and Co-obligors in the Nigerian courts and a supplemental list dated 11 August 2022 provided by DIL, detailing the status of the cases (the **Status Update**).

From our review, the Material Litigation comprises 10 (Ten) cases, in respect of which we note that there are: (a) 4 (four) cases against DIL; (b) 2 (two) cases against DFL; and (c) 4 (four) cases against DORC. These cases are at various stages of hearing in various courts.

Based on our review, we note that the total amount claimed against the Sponsor and the Co-Obligors in relation to the Material Litigation is ₦13,054,687,715.7 (Thirteen Billion, Fifty-Four Million, Six Hundred and Eighty-Seven thousand, Seven Hundred and Fifteen Naira, Seven Kobo) and US\$3,235,306.27 (Three Million, two hundred and thirty-Five thousand, three hundred and six dollars, twenty-seven cents) (**Material Contingent Liability Amount**).

As these claims are at various stages, it is difficult to determine the likelihood of success of the claims or the position that the courts may take on same. Nonetheless, in our opinion, any adverse decision in respect of any of the Material Litigation is unlikely to have an adverse effect on the Transaction.

Please find overleaf a summary of the Material Litigation as disclosed to us as of 30 August 2022.

Yours faithfully,

YEWANDE SENBORE

(PARTNER)

OLANIWUN AJAYI LP




V. Mergers and Takeovers

As at the date of this Pricing Supplement, the Directors are not aware of the following during the preceding financial year or current financial year: (a) a merger or takeover offer by third parties in respect of the Issuer's securities; and (b) a merger or takeover by the Issuer in respect of another company's securities.

VI. Consents

The underlisted parties have given and not withdrawn their written consents to the mention and inclusion of their names and reports (where applicable) in the form and context in which they appear in this Pricing Supplement:

The Directors of Dangote Industries Funding Plc	Alhaji Aliko Dangote Mr. Olakunle Alake
The Company Secretary of Dangote Industries Funding Plc	Banwo & Ighodalo
The Directors of Dangote Industries Limited	Alhaji Aliko Dangote Mr. Olakunle Alake Mr. Devakumar V.G Edwin Alhaji Abdu Dantata Haija Halima Aliko-Dangote Mr. Mansur Ahmed Dr. Adenike Fajemirokun Mr. Viswanathan Shankar Mr. Arnold Ekpe Mr. Emmanuel Ikazoboh
	 TOKUNBO ATUNLAMUSI STANBIC IBTC CAPITAL
Lead Issuing House	Stanbic IBTC Capital Limited
Joint Issuing Houses	FCMB Capital Markets Limited Meristem Capital Limited Standard Chartered Capital & Advisory Nigeria Limited Vetiva Capital Management Limited ABSA Capital Markets Nigeria Limited

	Afrinvest Capital Limited Coronation Merchant Bank Limited Ecobank Development Company Limited FBNQuest Merchant Bank Limited Futureview Financial Services Limited Greenwich Merchant Bank Limited Rand Merchant Bank Nigeria Limited Quantum Zenith Capital & Investments Limited United Capital PLC
Solicitors to the Issuer	Banwo & Ighodalo
Solicitors to the Transaction	Olaniwun Ajayi LP
Joint Trustees	ARM Trustees Limited Coronation Trustees Limited FBNQuest Trustees Limited Quantum Zenith Trustees & Investments Limited
Auditor	Deloitte & Touche
Registrar	Meristem Registrars & Probate Services Limited
Reporting Accountant	Ernst & Young
Receiving Banks	Access Bank Plc FSDH Merchant Bank Limited First Bank of Nigeria Limited First City Monument Bank Limited Stanbic IBTC Bank Plc Standard Chartered Bank Nigeria Limited Zenith Bank Plc
Rating Agency	Global Credit Rating Company Limited
Stockbrokers	Meristem Stockbrokers Limited

VII. Documents Available for Inspection

Copies of the following documents may be inspected at the offices of the Issuer and the Issuing Houses as listed on pages 9 and 16 of this Pricing Supplement during the hours of 8:00am and 5:00pm (both

aforementioned times inclusive) on any Business Day from the date of this Pricing Supplement, throughout the Validity Period:

- (i) The Certificate of Incorporation of the Issuer and the Sponsor, respectively;
- (ii) The Memorandum and Articles of Association of the Issuer and the Sponsor, respectively;
- (iii) The Board Resolution of the Issuer dated 8 March 2022, authorizing the establishment of the Programme;
- (iv) The Board Resolution of the Issuer dated 25 July 2022, authorizing the issuance of the Bonds;
- (v) The Board Resolution of the Sponsor dated 24 January 2022 authorizing the establishment of the Programme;
- (vi) The Board Resolution of the Sponsor dated 25 July 2022, in connection with the Series 2 Bonds;
- (vii) The Audited Financial Statements of the Sponsor for each of the five years up to the year ended 31 December 2021;
- (viii) The Management Accounts of the Sponsor for the period ended 30 June 2022;
- (ix) The Statement of Affairs of the Issuer for the period ended 31 March 2022;
- (x) The Shelf Prospectus dated 19 July 2022;
- (xi) This Pricing Supplement;
- (xii) The Rating Report issued by Global Credit Ratings Company Limited in respect of the Issuer;
- (xiii) The Rating Report issued by Global Credit Ratings Company Limited in respect of the Series 2 Bonds;
- (xiv) The schedule of claims and litigation involving the Issuer together with the opinion of the Solicitors to the Transaction prepared in connection therewith;
- (xv) The Material Contracts referred to in this Pricing Supplement;
- (xvi) The written consents of the Parties referred to in this Pricing Supplement;
- (xvii) The Reporting Accountant's Report on the consolidated financial statements of the Group for the years ended 31 December 2021, 31 December 2020, 31 December 2019, 31 December 2018, and 31 December 2017; and
- (xviii) Letter from the SEC approving the registration of this Pricing Supplement.

The above-listed documents, which have been filed with the SEC, are incorporated by reference in this Pricing Supplement.

VIII. Related Party Transactions

The Sponsor usually grants both long- and short-term loan to subsidiaries to either facilitate project needs or for working capital needs. The interest on these loans varies among different subsidiaries.

The Sponsor facilitated intercompany loan to Dangote Oil Refining Company Limited and Dangote Fertilizer Limited to facilitate project needs. The loan facility is at an interest rate of 10% and 8.25% per annum to Dangote Oil Refining Company Limited and Dangote Fertilizer Limited respectively and accruing on a monthly basis and repayable on demand.

IX. Pledged Assets

The Issuer does not have any pledged assets.

As of 31 December 2021, the Sponsor had created fixed and floating charges over all its assets, including:

- a fixed charge over all its present and future rights, benefits, title, claims and interest under the Naira Dividend Collection Account (including all balances standing to the credit thereof) securing the payment, repayment, satisfaction, performance and discharge of all secured obligations under any debt document to which it is a party in favour of Zenith Trustees Limited as the Onshore Security Trustee pursuant to a Naira Dividend Collection Account Charge Agreement dated 12 December 2013, as amended by a First Supplemental Deed dated 20 December, 2017;
- a fixed charge over all its present and future rights, benefits, title, claims and interest under the Debt Service Reserve Account (including all balances standing to the credit thereof) securing the payment, repayment, satisfaction, performance and discharge of all secured obligations under any debt document to which it is a party in favour of Zenith Trustees Limited as the Onshore Security Trustee pursuant to a Debt Service Reserve Account Charge Agreement dated 12 December 2013, as amended by a First Supplemental Deed dated 20 December, 2017;
- a fixed charge over the DIL's USD account held in Nigeria with Guaranty Trust Bank in favour of Zenith Trustees Limited as Security Trustee pursuant to a USD Debt Service Reserve Account Agreement dated 20 December 2017;
- a fixed charge over: (i) 100% of the shares and proceeds from the sale of the shares held by DIL in Dangote Cement Plc (DCP), Dangote Sugar Refinery Plc (DSR) and National Salt Company of Nigeria (NASCON); (ii) shares in which it may acquire in the future including proceeds of sale derived from them; (iii) derivative assets accruing in respect of the shares; and (iv) all of its present and future benefits, interests, claims and proceeds of payment in respect of dividends accruing to DIL from DCP, DSR and NASCON securing the payment, repayment, satisfaction, performance and discharge of all secured obligations under any debt document to which it is a party in favour of Zenith Trustees Limited as the Onshore Security Trustee pursuant to a Deed of Share Charge dated 20 December 2013 and amended by a First Supplemental Deed of Share Charge dated 20 December, 2017;
- a charge securing the payment, repayment, satisfaction, performance and discharge of all secured obligations under any debt document to which it is a party in favour of FBNQuest Trustees Limited and Leadway Capital & Trusts Limited as Security Trustees pursuant to a Security Deed dated 3 May 2005 and supplemented by a First Supplemental Security Deed dated 14 November 2006, a Second Supplemental Security Deed 23 October 2011, a Third Supplemental Security Deed dated 9 January 2014, Fourth Supplemental Security Deed dated 20 December 2017 and amended by a Side Letter dated 31 August 2018; and
- a fixed charge over all its present and future rights, benefits, title, claims and interest in the SACE 2020 Facility Naira Debt Service Reserve Account and the SACE 2020 Facility USD Debt Service Reserve Account (including all balances standing to the credit thereof) securing the payment, repayment, satisfaction, performance and discharge of all secured obligations under any debt document to which it is a party in favour of Quantum Zenith Trustees & Investments Limited as the

Onshore Security Trustee pursuant to a SACE Debt Service Reserve Account Charge Agreement dated 22 May 2020.

X. Debtors and Creditors

As of 31 December 2021, there are no creditors constituting 5% and above of the Sponsor's total debt (equivalent to circa ₦84,079 million).

As of 31 December 2021, the debtors constituting 5% and above of the Sponsor's total credit (i.e. trade and other receivables, equivalent to circa ₦13,603 million) includes: Dangote Rice Limited, Dangote Fertilizer Limited, and Dangote Industries Free Trade Zone. All trade and other receivables are for a tenor of less than one year.

XI. Previous debt securities issuance by the Issuer

DESCRIPTION	AMOUNT ISSUED	AMOUNT OUTSTANDING	REDEMPTION BASIS	ISSUE DATE	TENOR (YEARS)	FIXED INTEREST RATE
Series 1 Tranche A bonds	₦10,465,500,000	₦10,465,500,000	Bullet	19 July 2022	7	12.75%
Series 1 Tranche B bonds	₦177,119,045,000.00	₦177,119,045,000.00	Bullet	19 July 2022	10	13.50%

XII. EXTRACT OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE ISSUER

Below are the relevant extracts from the Issuer's Memorandum and Articles of Association:

3. The objects for which the company is established are:

- b. To borrow or raise money from the Nigerian capital markets or other international markets, either by way of a stand-alone issue or by the establishment of programmes of such amounts as may from time to time be determined by the Board of Directors of the company and to issue bonds, notes, shares, or other debt, equity, derivatives, debt-linked, equity-linked, credit-linked, currency-linked, inflation-linked, index-linked, commodity-linked, bond replicas, asset-backed and/or other hybrid securities, whether convertible, redeemable, senior, secured, unsecured, subordinated, preferred and/or other types of structured notes, securities and instruments, within such maturity periods and upon such other terms and conditions as may be determined from time to time, by the Board of Directors of the company and approved by relevant regulatory authorities.
- c. To invest in the bonds, notes, shares, stocks, debentures, debenture stock, annuities or other securities (for itself or on behalf of any person(s), corporate or incorporate), issued and or sold by any corporate entities and/or any state government or any other government agency and parastatal, whether within or outside Nigeria, for itself or on behalf of any person(s), (corporate or incorporate), and to make investments of any description in such manner as may be determined by the Board of Directors of the company.

APPENDIX C: USE OF PROCEEDS

The Issuer will make the proceeds raised from the Offer available to the Sponsor for the purpose of part-financing capital cost items for the 650,000 b/pd integrated Dangote Petroleum Refinery Project (“DPRP”), being developed by its subsidiary Dangote Oil Refining Company Limited (“DORC”), which will involve the acquisition of property, plant and equipment and other tangible assets, as well as the payment of work orders related thereto.

The DPRP is expected to be completed and scheduled to commence operations in the first half of 2023.

The following table presents an estimate of the DPRP’s cost to completion and the allocation of the net issue proceeds of the Bonds.

S/N	Description of Item	Total Cost Outstanding (₦)	Amount to be Funded from Bond Proceeds (₦)	Percentage of Proceeds to be Allocated (%)	Duration (commencing from the issue date)
1.	Capital Cost Items for the DPRP ¹	304,602,158,638.50	111,003,719,992.85	100.00%	6-12 months
	Total	304,602,158,638.50	111,003,719,992.85	100.00%	

Accordingly, the estimated net issue proceeds of the Bonds – being ₦111,003,719,992.85 following the deduction of the offer costs of ₦1,411,735,007.15 representing 1.2558% of the gross issue proceeds – will be utilized for the purposes stated above.

The outstanding balance of the Capital Cost Items for the DPRP will be financed from the cashflows of DIL.

¹ Comprises of the purchase of equipment and other tangible assets, and payment of work orders

APPENDIX D: EXTRACT OF THE TRUST DEED

APPOINTMENT OF TRUSTEES

The Issuer hereby appoints the Trustees to act on behalf of the Series 2 Bondholders, to hold the benefit of the payment obligations and other covenants herein on behalf of the Series 2 Bondholders in accordance with the terms of this Series 2 Trust Deed.

By execution of this Series 2 Trust Deed, the Trustees have accepted and agreed to enforce the powers and perform the duties and obligations of the Trustees specifically set out in this Series 2 Trust Deed and generally provided for in the Trustee Investments Act.

The Trustees shall have no duty, responsibility, or obligation for the issuance of the Series 2 Bonds or for the validity or exactness of the Series 2 Bond, or of any documents relating to such issuance.

DECLARATION OF TRUST

The Trustees: The Trustees hereby declare themselves Trustees for the Bondholders with effect from the date of this Series 2 Trust Deed to hold the benefit of the covenants and other obligations on the part of the Issuer herein contained, in trust for the Series 2 Bondholders (according to their respective interests) subject to the terms of this Series 2 Trust Deed.

Duration of Trusts

- (a) For the avoidance of doubt, the Parties to this Series 2 Trust Deed agree that the common law rules against perpetuities will apply to this Series 2 Trust Deed and this Series 2 Trust Deed shall not enure beyond twenty-one (21) years from the date of its creation.
- (b) Subject to clause 3.2(a), the trust created by this Series 2 Trust Deed shall remain in full force and effect until the later of:
 - (i) the date on which the Trustees receive unconditional confirmation in writing from the Registrar that the Series 2 Bondholders have been paid all outstanding obligations; and
 - (ii) the date on which the Issuer receives an unconditional release in writing by the Trustees (for the Issuer) from all of its respective obligations under this Series 2 Trust Deed or other document pursuant to this Series 2 Trust Deed, if any.

THE SERIES 2 BONDS

Principal Amount and Designation: Pursuant to the provisions of the Programme Trust Deed, a Series of the Issuer's Bonds is hereby authorised in the aggregate principal amount of up to ₦112,415,455,000.00 (**One Hundred and Twelve Billion, Four Hundred and Fifteen Million, Four Hundred and Fifty-Five Thousand Naira**). Such Series 2 Bonds shall be designated and distinguished from any other bonds of all other Series by the title "**Series 2 Bonds**".

Status:

- (a) The Series 2 Bonds will constitute senior, direct, unsecured and unsubordinated obligations of the Issuer and will rank *pari passu* amongst themselves and rank at least *pari passu* with all

other unsecured and unsubordinated obligations assumed by the Issuer other than those mandatorily preferred by law and are of general application to companies.

- (b) The Series 2 Bonds shall have the benefit of the irrevocable undertaking provided by the Co-obligors pursuant to the Series 2 Deed of Undertaking and the Trustee shall hold the benefit of the payment obligation of the Co-Obligors on trust for the Series 2 Bondholders in accordance with the terms and conditions of the Programme Trust Deed, the Series 2 Deed of Undertaking and this Series 2 Trust Deed.

Tenor: The Series 2 Bonds shall be issued for a ten (10) year period commencing on the Issue Date and ending on the Maturity Date.

Utilisation of Proceeds:

- (a) The net proceeds of the Series 2 Bonds (including any oversubscriptions) shall be utilised for the purpose, and in the manner, stipulated in the applicable Pricing Supplement;
- (b) The Trustees shall not be bound to enquire as to the application by the Issuer of the net proceeds of the Series 2 Bonds nor shall they be responsible for such application or for the consequences of such application.

FORM AND DENOMINATION OF THE SERIES 2 BONDS

Form and Denomination: The Series 2 Bonds shall be issued in registered form and details of the Series 2 Bonds and the Series 2 Bondholders shall be registered with the Registrar in the manner set out in Condition 2.2 (*Register*) of Schedule 1. The Series 2 Bonds shall be issued in dematerialised form and shall be registered with a separate securities identification code with a Depository. Each Series 2 Bondholder's holding of the Series 2 Bonds will be credited into its Securities Account. The Series 2 Bonds shall be issued in denominations of ₦1,000.00 (One Thousand Naira) with a minimum initial subscription of ₦10,000,000 (Ten Million Naira) and in integral multiples of ₦1,000 (One Thousand Naira) thereafter.

Issue of the Series 2 Bonds: Issue of the Series 2 Bonds will be effected by electronic transfer of the units of the Series 2 Bonds into the Securities Account of the Series 2 Bondholder. The particulars of the Series 2 Bonds shall thereafter be entered in the Series 2 Register, to be kept by the Registrar in its office, with a copy at the office of the Issuer.

PAYMENTS

Redemption of Series 2 Bonds at Maturity: Unless previously purchased in accordance with clause 6.2, the Principal Amount of the Series 2 Bonds shall be redeemed in full on the Maturity Date. If, on the Maturity Date, any Series 2 Bond which is liable to be redeemed is not redeemed, the moneys payable to such Series 2 Bondholder shall be paid to the Trustees and the Trustees shall hold such moneys in trust for such Series 2 Bondholder and interest on such Series 2 Bond shall cease to accrue as from the Maturity Date and the Issuer and the Co-obligors shall thereby be discharged from all obligations in connection with such Bonds.

Purchase: The Issuer may at any time and from time to time purchase at any price the Series 2 Bonds through the market or by tender (available to all Series Bondholders alike), provided that any Bonds purchased will be cancelled and will not be available for re-issue in accordance with the Programme

Trust Deed.

Accrual of Interest: Each Series 2 Bond shall bear interest from the Coupon Commencement Date at the Coupon Rate payable in arrears on the Principal Amount of the Series 2 Bonds on each Coupon Payment Date. Each Series 2 Bond will cease to bear interest from and including the Maturity Date, unless payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the Coupon Rate in the manner provided in Condition 6.1 of Schedule 1 to the Programme Trust Deed and this clause 6.3.

Calculation of Coupon: The amount of interest payable in respect of any Series 2 Bond for a Coupon Period shall be calculated by multiplying the product of the Coupon Rate and the Principal Amount of such Series 2 Bond by the Actual/Actual Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Naira.

Manner of Payment: The Principal Amount of the Series 2 Bonds shall be paid from the Payment Account, by the Trustees in conjunction with the Registrar in accordance with the Conditions.

Mode of Redemption of Series 2 Bonds: Prior to the Maturity Date of the Series 2 Bonds, the Trustees shall instruct the Registrar to pay to each Series 2 Bondholder on the Maturity Date, the amount payable to him in respect of the redemption of the Series 2 Bonds together with all interest accrued and yet unpaid thereon. If, on the Maturity Date, any Series 2 Bondholder shall fail, refuse or be unable to accept payment of the redemption moneys payable in respect thereof, the Trustees shall hold such moneys in trust for such Bondholder and interest on such Bonds shall cease to accrue as from the Maturity Date and the Issuer and Co-obligors shall thereby be discharged from all obligations in connection with such Bonds. The Trustees shall apply such moneys in accordance with Clause 16 of the Programme Trust Deed (*Application of Moneys*) and the Trustees shall not be responsible for the safe custody of such moneys or for interest thereon except such interest (if any) as the said money may earn whilst on deposit or invested as aforesaid less any expenses incurred by the Trustees.

REPRESENTATIONS AND WARRANTIES OF THE ISSUER

The Issuer represents and warrants to the Trustees on the date of execution of this Series 2 Trust Deed as follows:

- (a) the Representations and Warranties stated in Clause 10 of the Programme Trust Deed are in full force and effect as at the date of this Series 2 Trust Deed;
- (b) each of the Covenants stated in Clause 11 of the Programme Trust Deed is valid and in effect as at the date of this Series 2 Trust Deed; and
- (c) no Event of Default or Potential Event of Default (as defined in Condition 12 of Schedule 1 of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed) has occurred and or is continuing.

REPRESENTATIONS AND WARRANTIES OF THE CO-OBLIGORS

Each Co-obligor represents and warrants to the Trustees on the date of execution of this Series 2 Trust Deed as follows:

- (a) the Representations and Warranties stated in Clause 9 of the Programme Trust Deed are in full

- force and effect as at the date of this Series 2 Trust Deed;
- (b) each of the Covenants stated in Clause 12 of the Programme Trust Deed is valid and in effect as at the date of this Series 2 Trust Deed; and
 - (c) no Event of Default or Potential Event of Default (as defined in Condition 12 of Schedule 1 of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed) has occurred and or is continuing.

REPRESENTATIONS AND WARRANTIES OF THE TRUSTEES

The Trustees represent and warrant on the date of the Series 2 Trust Deed that the Representations and Warranties stated in Clause 13 of the Programme Trust Deed are in full force and effect as at the date of this Series 2 Trust Deed.

FUNDING OF PAYMENT ACCOUNT

Establishment of Account: Pursuant to Clause 20 of the Programme Trust Deed, the Issuer shall, on or about the Issue Date of the Series 2 Bonds, establish a Payment Account with the Account Bank in the name and under the exclusive control of the Trustees. The Trustees shall keep and maintain the Payment Account for as long as the Series 2 Bonds remain outstanding.

Payment Account

- (a) For as long as the Series 2 Bonds remain outstanding, the Co-Obligors shall, not later than the Funding Date, ensure that the Payment Account is fully funded with the Payment Amount for that Coupon Payment Date.
- (b) The Co-Obligors shall no later than 5.00 p.m. on the Funding Date, send a payment confirmation by authenticated SWIFT acknowledgement or other acceptable form or notification to the Trustees confirming that the relevant payment has been made into the Payment Account.
- (c) If the Payment Account is not fully funded with the Payment Amount for that Coupon Payment Date in accordance with this clause, the Trustees shall notify the Co-Obligors in accordance with clause 10.2(e) below.
- (d) The Trustees shall, in conjunction with the Registrar, pay the Payment Amount from the Payment Account to the Series 2 Bondholders entitled to same in clear funds on the relevant Coupon Payment Date.
- (e) The Trustees shall at the expense of the Co-obligors notify the Co-obligors if it has not, by close of business on the Funding Date received the full amount required for payment to the Series 2 Bondholders, that it has not received the full amount required for payment to the Series 2 Bondholders.

Management of the Payment Account:

- (a) The Trustees are hereby appointed to manage the Payment Account in accordance with Applicable Law, the Programme Trust Deed and this Series 2 Trust Deed, and the Trustees hereby agree to manage the Payment Account accordingly.

- (b) The Trustees shall stand possessed of the Payment Account upon trust, subject to the provisions of the Programme Trust Deed and this Series 2 Trust Deed and shall not deal with the Payment Account except in accordance with the Programme Trust Deed, the Series 2 Trust Deed and Applicable Law.
- (c) Upon request, the Trustees shall prepare and deliver to the Issuer appropriate quarterly periodic reports including bank statements, in respect of the management of the Payment Account.
- (d) Upon payment to the Series 2 Bondholders of all amounts outstanding under this Series 2 Trust Deed and the Series 2 Bonds, and the settlement and performance of the Issuer's obligations under the Issue Documents, the Trustees shall remit to the Issuer such sums (if any) remaining in the Payment Account.

MISCELLANEOUS

Enforcement upon default: Upon the occurrence of an Event of Default set out in Condition 12 of Schedule 1 (*Events of Default*) of the *Terms and Conditions of the Bonds* as set out in the Programme Trust Deed, the Trustees may exercise any of the powers and rights set out in Clause 5.2 (Events of Default) and Clause 15 (*Enforcement*) of the Programme Trust Deed; and Condition 12 (*Events of Default*), and Condition 13 of Schedule 1 (*Enforcement*) of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed.

Application of Moneys: The Trustees shall apply all moneys received by them pursuant to this Series 2 Trust Deed in accordance with Clause 16 of the Programme Trust Deed (*Application of moneys*)

Notices: The notices provision of Clause 23 of the Programme Trust Deed shall apply *mutatis mutandis* to this Series 2 Trust Deed.

Counterparts: This Series 2 Trust Deed may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

Compliance with the ISA: The Trustees shall inform the SEC when it becomes necessary to enforce the terms of the Programme Trust Deed and this Series 2 Trust Deed and any breach of the terms and conditions of the Programme Trust Deed or this Series 2 Trust Deed not later than ten (10) Business Days after the breach.

STATUS OF THE SERIES 2 TRUST DEED

The terms and conditions of this Series 2 Trust Deed shall be subject to the provisions of the Relevant Laws.

TERMS AND CONDITIONS APPLICABLE TO THE SERIES 2 BONDS

The following is the text of the terms and conditions applicable to the Series 2 Bonds. The terms and conditions contained in Schedule 1 of the Programme Trust Deed, as amended, modified, supplemented or completed by the terms and conditions set out below (together the "Conditions") are applicable to the Series 2 Bonds, and, save for the italicised text will govern and are expressly incorporated by reference into the Series 2 Bonds.

Capitalised terms used but not defined in the Conditions are subject to the detailed provisions of the

Series 2 Trust Deed and in specified circumstances, the broader provisions of the Programme Trust Deed. The definitions in the Programme Trust Deed and the “Terms and Conditions of the Bonds” in Schedule 1 to the Programme Trust Deed, shall apply mutatis mutandis in these Conditions.

*The Series 2 Bonds are constituted by the Programme Trust Deed and supplemented by a separate trust deed (the “Series 2 Trust Deed”) dated 5 December 2022 between Dangote Industries Funding Plc (as **Issuer**); Dangote Industries Limited (as **Sponsor**); Dangote Oil Refining Company Limited, Dangote Industries Limited and Dangote Fertiliser Limited (together as “**Co-Obligors**”) and ARM Trustees Limited, Quantum Zenith Trustees & Investments Limited, FBNQuest Trustees Limited and Coronation Trustees Limited (as **Trustees** which expression shall include all persons for the time being acting as Trustees under the Programme Trust Deed), applicable to the Series 2 Bonds.*

The Series 2 Bondholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Programme Trust Deed and the Series 2 Trust Deed. Copies of the Programme Trust Deed and the Series 2 Trust Deed are available for inspection between the hours of 10:00am and 3:00pm on any Business Day at the principal office of the Trustees at No. 1 Mekunwen Road, Off Oyinkan Abayomi Drive, Ikoyi, Lagos; Plot 2, Ajose Adeogun Street, Victoria Island, Lagos, 10 Keffi Street, Ikoyi, Lagos, and Coronation House, No 10, Amodu Ojikutu Street, Off Saka Tinubu Street, Victoria Island, Lagos and at the specified offices of the Registrar, Meristem Registrars and Probate Services Limited at 213 Herbert Macaulay Way, Yaba, Lagos.

1 FORM, DENOMINATION AND TITLE

- 1.1 **Form:** The Series 2 Bonds are issued in registered and dematerialised form. The Series 2 Bonds are senior unsecured fixed rate Bonds. The Series 2 Bonds shall be registered with a separate securities identification code with a Depository.
- 1.2 **Denomination:** The Series 2 Bonds shall be issued in minimum denominations of ₦1,000.00 (One Thousand Naira) with a minimum initial subscription of ₦10,000,000 (Ten Million Naira) and in integral multiples of ₦1,000 (One Thousand Naira) thereafter.
- 1.3 **Title:** Title to the Series 2 Bonds will be evidenced by registration in the Series 2 Register. Title to the Series 2 Bonds will pass by transfer in accordance with the rules governing transfer of title of securities held by the Depository and registration thereafter in the Series 2 Register. The holder of any Series 2 Bond will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or any other interest in it, any writing thereon by any person (as defined below) and no person will be liable for so treating the holder. In these Conditions, “**Bondholder**” or “**holder**” means the person in whose name the Series 2 Bond is registered in the Series 2 Register. All payments made to the holder shall be valid and, to the extent of sums so paid, effective to satisfy and discharge the liability for the moneys payable on the Series 2 Bonds.

2 REGISTRATION AND TRANSFER OF THE SERIES 2 BONDS

- 2.1 **Amount of Transfer:** The Series 2 Bonds are transferable in whole or in part, but if in part, of an amount not less than ₦112,415,455,000 (One Hundred and Twelve Billion Four Hundred and Fifteen Million Four Hundred and Fifty-Five Thousand Naira) by instrument in writing in the usual common form of transfer or in any form approved by the Recognised Stock Exchange and in accordance with Condition 2 (*Terms and Conditions of the Bond*) of the Programme

Trust Deed.

- 2.2 **Register:** A Register of the Series 2 Bonds shall be kept by the Registrar at its office and a copy thereof shall be made available for inspection at the registered office of the Issuer, and there shall be entered in such Register:
- (a) The names and addresses of the holders for the time being of the Series 2 Bonds;
 - (b) The amount of the units of the Series 2 Bonds held by every registered holder;
 - (c) The Securities Account Number of the Series 2 Bondholder;
 - (d) The date at which the names of every registered holder is entered in respect of the Series 2 Bonds standing in his name;
 - (e) All transfers and redemptions of the Series 2 Bonds; and
 - (f) Such other information considered necessary by the Registrar.
- 2.3 **Transfer:** Transfer of the Series 2 Bonds shall be by book entries in securities accounts held by the transferor and transferee in the Depository in accordance with the procedures of the Depository or such alternative clearing system approved by the Issuer and the Trustees, and registration of the name of the transferee in the Series 2 Register in respect of the Series 2 Bonds then held. The transferor shall be deemed the holder of the Series 2 Bonds until the transferee's name is entered in the Register in respect thereof.
- 2.4 **Listing:** The Series 2 Bonds shall be listed on a Recognised Stock Exchange.
- 2.5 **Restriction on Transfer:** There are no restrictions on the transferability of the Series 2 Bonds.
- 2.6 **Record Date:** No Bondholder may require the transfer of a Bond to be registered during a period of fifteen (15) days immediately preceding each Coupon Payment Date during which the Register will be closed.
- 2.7 **Regulations:** All transfers of Series 2 Bonds and entries on the Series 2 Register will be made subject to the detailed regulations concerning transfer of Series 2 Bonds in the Programme Trust Deed and SEC Rules and Regulations.

3 STATUS OF THE SERIES 2 BONDS

- 3.1 **Ranking:** The Series 2 Bonds are senior unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves, and at least *pari passu* with all other senior unsecured obligations of the Issuer, present and future.

4 COVENANTS

- 4.1 **Covenant of Compliance:** The Issuer undertakes to comply with each of the covenants stated in Clause 5 (*Covenant to Pay*) of the Programme Trust Deed for so long as any of the Series 2 Bonds remain outstanding.

5 REDEMPTION, PURCHASE AND CANCELLATION

- 5.1 **Redemption at Maturity:** Unless previously redeemed, purchased or cancelled, the Principal Amount on the Series 2 Bonds shall be fully redeemed on the Maturity Date.
- 5.2 **Redemption for tax reasons:** If the Issuer satisfies the Trustees immediately before the giving of the notice referred to below that:
- (a) it has or will become obliged to pay additional amounts as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Nigeria or any political subdivision or any authority thereof or therein having power to tax (excluding for the avoidance of doubt, the expiry of any applicable Tax Exemptions), or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date; and
 - (b) the requirement cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may at its option, having given not less than 20 (twenty) nor more than 60 (sixty) days' notice to the Series 2 Bondholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Series 2 Bonds), redeem the Series 2 Bonds on the relevant Optional Redemption Date at the Optional Redemption Amount plus accrued interest (if any) to such date, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts, were a payment in respect of the Bonds then due. Prior to the publication of any notice of redemption pursuant to this Condition 5.2, the Issuer shall deliver to the Trustees a certificate signed by two directors of the Issuer stating that the requirement referred to in subparagraph (i) above will apply on the next Coupon Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it, and the Trustees shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Series 2 Bondholders.
- 5.3 **Mode of Redemption of Series 2 Bonds:** Prior to the Maturity Date of the Series 2 Bonds, the Trustees shall, instruct the Registrar to pay to each Series 2 Bondholder on the Maturity Date, the amount payable to him in respect of the redemption of the Series 2 Bonds together with all interest accrued and yet unpaid thereon. If, on the Maturity Date, any Series 2 Bondholder shall fail, refuse or be unable to accept payment of the redemption moneys payable in respect thereof, the Trustees shall hold such moneys in trust for such Bondholder and interest on such Bonds shall cease to accrue as from the Maturity Date and the Co-obligors shall thereby be discharged from all obligations in connection with such Bonds. The Trustees shall apply such moneys in accordance with Clause 16 of the Programme Trust Deed (*Application of Moneys*) and the Trustees shall not be responsible for the safe custody of such moneys or for interest thereon except such interest (if any) as the said money may earn whilst on deposit or invested as aforesaid less any expenses incurred by the Trustees.
- 5.4 **Purchase:** The Issuer may at any time and from time to time purchase Series 2 Bonds through the market or by tender (available to all Series 2 Bondholders alike) but not otherwise, Provided that any Bonds purchased will be cancelled and will not be available for re-issue in accordance with the Programme Trust Deed.

6 INTEREST AND CALCULATION

- 6.1 **Accrual of Interest:** The Bonds shall bear interest on the Principal Amount at the Coupon Rate from (and including) the Issue Date to (but excluding) the Maturity Date. Interest shall be payable in arrears on each Coupon Payment Date. The first payment of interest will be made on the Coupon Payment Date following the Issue Date and subsequent interest payments shall be made on every Coupon Payment Date thereafter. Each Bond will cease to bear interest from and including the Maturity Date unless, upon due presentation, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the Coupon Rate in the manner provided in this Condition until the date on which all amounts due in respect of such Bond have been paid and notice to that effect has been given to the Series 2 Bondholders.
- 6.2 **Calculation of Interest:** The amount of interest payable in respect of any Series 2 Bond for a Coupon Period shall be calculated by multiplying the product of the Coupon Rate and the Principal Amount of the Series 2 Bond by the Actual/Actual Day Count Fraction and rounding the resulting figure to the nearest sub unit of the Naira.
- 6.3 **Calculation of Broken Interest:** When Interest is required to be calculated in respect of a period of less than a full 6 (six) months, it shall be calculated on an Actual/Actual Basis.

7 PAYMENTS

- 7.1 Any principal, interest or other moneys payable from the Payment Account in respect of the Series 2 Bonds may be paid by the Trustees through the Registrar by electronic payment transfer.
- 7.2 Payments will be made to the person shown in the Register at the close of business on the Record Date. Where the day on which a payment is due to be made is not a Business Day, that payment shall be effected on or by the next succeeding Business Day unless that succeeding Business Day falls in a different month in which case payment shall be made on the day immediately preceding the Business Day.
- 7.3 The Series 2 Bonds shall be deemed redeemed and the obligations of the Issuer discharged on payment to the Trustees, on behalf of Series 2 Bondholders, of the Principal Amount on the Series 2 Bonds to Series 2 Bondholders whose names appear on the Register on the Record Date. Payment by the Issuer to the Trustees shall be a legal discharge of the liability of the Issuer towards Series 2 Bondholders from all obligations in connection with the Series 2 Bonds.

8 TAXATION

All payments of principal, interest and any other sum due in respect of the Series 2 Bonds shall be made free and clear of, and without withholding or deduction for, any Taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within the Federal Republic of Nigeria or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In this regard, the Issuer will be required to withhold interest payment to corporate Bondholders (save as otherwise exempted by law) pursuant to the CITA and no additional amounts shall be paid to Series 2 corporate Bondholders as a result thereof. Interest earned by individual Bondholders will not be subject to withholding tax pursuant to the

Personal Income Tax (Amendment) Act 2011. By virtue of the Finance Act, 2020, which expressly excludes securities from the definition of goods under the Value Added Tax Act, proceeds realised from a disposal of the Bonds will not be liable to VAT. However, commissions payable to the SEC, NGX and the Depository for securities exchange transactions in the Nigerian capital market are subject to VAT following the expiration of the VAT (Exemption of Commissions on Stock Exchange Transactions) Order, 2014. The Bonds shall nonetheless enjoy the benefit of any applicable Tax Exemptions, and such re-enactments, extensions, amendments and/or modifications thereof.

9 NEGATIVE PLEDGE

So long as the Series 2 Bonds shall remain outstanding, the Issuer shall not create any security interest upon the whole or any part of its present or future undertaking, business or assets to secure any Financial Indebtedness unless the Issuer's obligations under the Bonds are secured equally and rateably therewith or have the benefit of such other security, guarantee, indemnity or other arrangement which is deemed to be materially less beneficial to the Bondholders.

10 EVENTS OF DEFAULT

The provisions of Condition 12 of Schedule 1 (*Events of Default*) of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed shall apply *mutatis mutandis* in respect of the Series 2 Bonds.

11 ENFORCEMENT

The provision of Condition 13 (*Enforcement*) of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed will apply *mutatis mutandis* to the Series 2 Bonds.

12 NOTICES

12.1 **Addresses for notices:** All notices and other communications hereunder shall be made in writing and in English (by letter, telex or fax) and shall be sent as follows:

(a) If to ***the Issuer and Co-obligors*** to it at:

Union Marble House
1 Alfred Rewane Road
Falomo, Ikoyi
Lagos, Nigeria.
[Tel:+234 \(0\) 802 314 3057](tel:+23408023143057)
For the Attention of: Tony Esene
Email: groupcorpfin@dangote.com

(b) If to ***ARM Trustees Limited*** at:

1 Mekunwen Road,
Off Oyinkan Abayomi Drive,
Ikoyi,
Lagos State,
Nigeria.
Tel: 08035732578
For the Attention of: Michael Abiodun Thomas

Email: Michael.Abiodun-Thomas@arm.com.ng; armtrustees-CT@arm.com.ng

- (c) If to *Quantum Zenith Trustees & Investments Limited* at:
12th Floor, Plot 2 Ajose Adeogun Street,
Victoria Island,
Lagos.

Tel: +234-1-278 3216

For the Attention of: Onyeche Emefiele

Email: onyeche.emefiele@quantumzenith.com.ng;
projecttrustees@quantumzenith.com.ng

- (d) If to *FBNQuest Trustees Limited* at:

16 Keffi Street,
Off Awolowo Road,
South West Ikoyi,
Lagos.

Tel: +234-1-4622673

For the Attention of: Babatunde Adewolu

Email: corporatetrust@fbnquest.com;
Babatunde.adewolu@fbnquest.com

- (e) If to *Coronation Trustees Limited* at:

Coronation House II,
10 Amodu Ojikutu Street,
Victoria Island,
Lagos.

Tel: +234 902 9999 196

For the Attention of: Sola Seweje

Email: ssweje@coronationnt.com

12.2 **Effectiveness:** Every notice or other communication sent in accordance with Clause 12.1 shall be effective as follows:

- (a) **Personal delivery:** if delivered by hand or by courier, on signature of a delivery receipt or at the time the notice is left at the address;
- (b) **Email:** if sent by e-mail, one hour after the notice was sent with proof of delivery thereof or upon acknowledgment of receipt, whichever is earlier;

provided that any such notice or other communication which would otherwise take effect after 5.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding Business Day in the place of the addressee.

13 MEETINGS OF BONDHOLDERS, MODIFICATION, WAIVER AND AUTHORISATION

13.1 **Meetings of Bondholders:** Schedule 3 of the Programme Trust Deed contains provisions for convening meetings of Bondholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of any of these Conditions or any of the provisions of the Programme Trust Deed.

- 13.2 **Notification to Bondholders:** in accordance with the Programme Trust Deed, any modification, abrogation, waiver, authorisation, determination or substitution shall be binding on the Bondholders and, unless the Trustees agree otherwise, any modification or substitution shall, upon prior review and approval by the SEC, be notified by the Issuer to the Bondholders as soon as practicable thereafter in accordance with Condition 19 of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed.
- 13.3 **Governing Law:** The Series 2 Trust Deed, the Series 2 Bonds and the Coupons shall be governed by and construed in all respects in accordance with the laws of the Federal Republic of Nigeria.
- 13.4 **Jurisdiction:** The provisions of clause 26 (*Law and Jurisdiction*) of the Programme Trust Deed shall apply mutatis mutandis to these Conditions.

APPENDIX E: EXTRACT OF RATINGS

Rating Report issued by Global Credit Rating Company Limited



Credit Rating Announcement

GCR assigns national scale long and short term issuer ratings of AA+(NG)/ A1+(NG) to Dangote Industries Limited, with the Outlook accorded as Stable.

Rating Action

Lagos, 28 April 2022 - GCR Ratings ("GCR") has assigned national scale long-term and short-term Issuer ratings of AA+(NG) and A1+(NG) respectively to Dangote Industries Limited, with the Outlook accorded as Stable.

Rated Entity / Issue	Rating class	Rating scale	Rating	Outlook
Dangote Industries Limited	Long Term Issuer	National	AA+(NG)	Stable
	Short Term Issuer		A1+(NG)	--

Rating Rationale

The ratings of Dangote Industries Limited ("DIL" or "the Group") weighs its strong competitive position due to its size, and systemic importance of the ongoing projects, the leading market positions held by its major subsidiaries and relatively diversified business lines, which have translated into a sound earnings trajectory. This is somewhat offset by elevated debt and the currently high foreign currency ("FCY") exposure.

The competitive position is a positive rating factor, underpinned by DIL's position as one of the leading conglomerates in Africa, with operations concentrated in Nigeria but extending into 10 countries. The Group has 11 distinct business lines, but the cement business currently contributes 77.5% of group earnings, with sugar (16.1%) and salt (2.1%). These key subsidiaries are industry leading players with strong brand values, underpinned by long operational track record, diverse customer base, ongoing investments in capacity expansion, and control over their respective value chains. The remaining businesses are still relatively small, but GCR expects further earnings diversification from the ongoing refinery project and capacity ramp-up at the recently commissioned fertilizer plant over the outlook period.

The earnings profile assessment is positive to the ratings. This reflects the size and progression of earnings over the review period, with a 5-year CAGR of 10.2% in FY20. Although the top line declined slightly in FY19, DIL has since demonstrated resilience, with revenue increasing 10% in FY20 and 31.4% and 9M FY21, on the back of higher production volumes and price increases. GCR expects revenue growth of about 15% in FY22 on account of increased sales and additional inflow from the fertilizer plant. Revenue is then projected to nearly treble to c.N6tr in FY23, once the oil refining operations commence. Once fully operational, the refinery operations are expected to dominate group earnings. We anticipate this will lead to a sharp reduction in the EBITDA margin to the 21% to 24% range (historical average: 35%), but the overall earnings quantum will materially increase.

Leverage and capital structure are a constraint to the ratings, given the substantial debt used to fund the fertilizer and refinery projects. Gross debt (including shareholder loans and lease liabilities) was reported at N3.2tr at 9M FY21 (FY19: N2.2tr; FY18: N1.7tr), weakening net debt to EBITDA to 3.9x at 9M FY21 (FY20: 4.9x) compared to the moderate levels pre-FY19. Following the escalation in debt service costs, net interest coverage has since narrowed to the 2.2x – 2.4x range (FY16-18 average: 9.8x), before widening slightly to 3.7x during 9M FY21. In addition, operating cash flow ("OCF") coverage of debt weakened to 21.8% in FY20 and further to 13.8% during 9M FY21, mirroring the increase in debt. GCR expects the metrics to gradually improve over the outlook period, as earnings and cash flows from the fertilizer plant and refinery materialise, allowing DIL to materially reduce debt level.

GCR notes DIL's access to diverse funding pool, including 29 local and foreign banks and development finance institutions. Moreover, c.30% of DIL's debt relates to shareholder loans. However, the benefits are counterbalanced by the Group's high FCY exposure versus limited FCY earnings (<15% of group earnings). However, GCR anticipates that the FCY exposure will ease as earnings from the ongoing projects will be USD denominated.

The slightly positive liquidity assessment is predicated on DIL's cash holdings of N811bn at December 2021 and GCR's projected operating cash flows of N650bn and N915bn in FY22 and FY23 respectively. Liquidity will be supported by the Group's proposed bond issue of c.N300bn, N206.5bn from the disposal of shares and unutilised committed credit lines of N12.5bn with a foreign financier. We expect this to sufficiently cover the substantial remaining capex outlay, investment commitments, dividend payments and external debt redemption in FY22 and FY23. Overall, the liquidity sources versus uses coverage is estimated at 1.8x over the next 12 months and 1.6x over the 24 month to December 2023. Even if not all cash inflows materialise, DIL has adequate scope to manage its liquidity by reducing dividends or some non-essential investments.

Notwithstanding the financial stress that may materialise if there are delays in the commencement of the ongoing refinery project, GCR has factored in a positive peer score in view of the economic importance of the project to Nigeria. This has ensured strong federal government support, including a 20% investment in the refinery and preferential access to foreign currency.

Outlook Statement

The Stable Outlook reflects GCR's expectation that DIL's oil refinery project will be commissioned according to schedule, and that strong earnings and cash flow projections will materialise as forecast. This will allow for the debt balance to be reduced over the rating horizon and mitigate the foreign currency mismatch.

Rating Triggers

A rating upgrade is contingent upon the successful completion of the refinery project, which translates to significant earnings growth, and a meaningful reduction in debt and FCY exposure. Specifically, upward migration to the ratings could follow a reduction in the net debt to EBITDA below 1.5x, interest coverage strengthening to 10x-15x and OCF to debt registering around 50%-60%.

A downward rating movement could result from the inability to timeously complete the ongoing project, leading to lower-than-expected earnings and cash flows, and potentially an escalation in debt. Any adverse foreign currency movement that results in escalation of debt balance would also be negative to the ratings. In addition, aggressive dividend decision amid the large capex and investment commitments could constrain the liquidity assessment and result in a rating downgrade. Any factors that impact the performance of Dangote Cement could also impact the broader group, given that it underpins current earnings.

Analytical Contacts

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Related Criteria and Research

Criteria for the GCR Ratings Framework, January 2022
 Criteria for Rating Corporate Entities, January 2022
 GCR Ratings Scales, Symbols & Definitions, May 2019
 GCR Country Risk Scores, December 2021
 GCR Nigeria Corporate Sector Risk Scores, April 2022

Ratings History

Dangote Industries Limited					
Rating class	Review	Rating scale	Rating	Outlook	Date
Long Term Issuer	Initial/last	National	AA+(NG)	Stable	April 2022
Short Term Issuer	Initial/last	National	A1+(NG)	--	

Risk Score Summary

Rating Components & Factors	Risk scores
Operating environment	5.75
Country risk score	3.75
Sector risk score	2.00
Business profile	3.00
Competitive position	3.00
Management and governance	0.00
Financial profile	0.50
Earnings performance	2.00
Leverage and Capital Structure	(2.00)
Liquidity	0.50
Comparative profile	0.00
Group support	0.00
Peer analysis	0.75
Total Score	10.00

Glossary

Cash Flow	The inflow and outflow of cash and cash equivalents. Such flows arise from operating, investing and financing activities.
Cash	Funds that can be readily spent or used to meet current obligations.
Credit Risk	The possibility that a bond issuer or any other borrowers (including debtors/creditors) will default and fail to pay the principal and interest when due.
Diversification	Spreading risk by constructing a portfolio that contains different exposures whose returns are relatively uncorrelated. The term also refers to companies which move into markets or products that bear little relation to ones they already operate in.
Interest Cover	Interest cover is a measure of a company's interest payments relative to its profits. It is calculated by dividing a company's operating profit by its interest payments for a given period.
Leverage	With regard to corporate analysis, leverage (or gearing) refers to the extent to which a company is funded by debt.
Liquidity	The speed at which assets can be converted to cash. It can also refer to the ability of a company to service its debt obligations due to the presence of liquid assets such as cash and its equivalents. Market liquidity refers to the ease with which a security can be bought or sold quickly and in large volumes without substantially affecting the market price.
Maturity	The length of time between the issue of a bond or other security and the date on which it becomes payable in full.
Rating Horizon	The rating outlook period

Salient Points of Accorded Ratings

GCR affirms that a.) no part of the rating process was influenced by any other business activities of the credit rating agency; b.) the ratings were based solely on the merits of the rated entity, security or financial instrument being rated; and c.) such ratings were an independent evaluation of the risks and merits of the rated entity, security or financial instrument. The credit rating has been disclosed to Dangote Industries Limited. The rating above was solicited by, or on behalf of, the rated entity, and therefore, GCR has been compensated for the provision of the rating.

Dangote Industries Limited participated in the rating process via telephonic management meetings, and other written correspondence. Furthermore, the quality of information received was considered adequate and has been independently verified where possible. The information received from Dangote Industries Limited and other reliable third parties to accord the credit ratings included:

- 2020 audited annual financial statement, and prior four years annual financial statements;
- management accounts for the period to 30 September 2021;
- Industry comparative data and regulatory framework and a breakdown of facilities available and related counterparties;
- Information specific to the rated entity and/or industry was also received.

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PRIVATE CREDIT RATING NOTIFICATION

GCR assigns an Indicative rating of AA+(NG)(IR) to Dangote Industries Funding Plc’s N112.4bn Series 2 Bonds issue; Outlook Stable.

Rating Action

Lagos, 18 November 2022 – GCR Ratings (“GCR”) has assigned a national scale long term indicative rating of AA+(NG)(IR) to Dangote Industries Funding Plc’s N112.4bn Series 2 Senior Unsecured Bonds, with the Outlook accorded as Stable.

Rated Entity / Issue	Rating class	Rating scale	Rating	Outlook
Dangote Industries Funding Plc’s N112.4bn Series 2 Bonds	Long Term Issue	National	AA+(NG)(IR)*	Stable

*IR: An Indicative Rating is denoted by an ‘IR’ suffix to indicate that a credit rating has been accorded based on review of final draft documentation and expectations regarding final documentation. The Indicative Rating is expected to convert to a final credit rating subject to the receipt of final documentation in line with GCR’s expectations. Typically, this suffix will be used when awaiting the finalization of notes for a debt or program issuance. In this case, once the final documents are available the IR suffix may be removed. We expect the rating to convert upon regulatory approval, within the next 180days.

Rating Rationale

The indicative rating assigned to Dangote Industries Funding Plc’s N112.4bn Series 2 Senior Unsecured Bonds reflects the long-term rating of the Sponsor, Dangote Industries Limited (“DIL”), a leading conglomerate in Africa. GCR assigned a national scale long-term Issuer rating of AA+(NG) to the Sponsor with a Stable Outlook in April 2022. The rating weighs the Sponsor’s strong competitive position due to its size, the systemic importance of its ongoing projects, the leading market positions held by its major subsidiaries and relatively diversified business lines, which have translated into a sound earnings trajectory. This is somewhat offset by elevated debt and the currently high foreign currency (“FCY”) exposure. Please see GCR’s DIL Rating Announcement for more details on the rating action.

The Issuer, Dangote Industries Funding Plc has registered a N300bn Bond Issuance Programme (“the Programme”) with Securities and Exchange Commission, under which N112.4bn is being raised in Series 2 Bonds (having recently raised a cumulative N187.6bn under Series 1 Tranches A & B). The Series 2 Bonds will have a tenor of ten years (terminating in November 2023) from the issue date and have coupon rate of 16.75%. The principal redemption will be payable upon maturity, while coupon payments will accrue from the issue date and be due and payable semi-annually in arrears, up to the maturity dates.

The Series 2 Bonds will constitute direct, unconditional, senior, unsubordinated, and unsecured obligations of the Issuer and will rank *pari passu* among themselves and rank at least *pari passu* with all other unsecured and unsubordinated obligations assumed by the Issuer other than those mandatorily preferred by law and are of general application to companies. The Issuer may at any time and from time to time purchase the Series 2 Bonds through the market or by tender (available to all Series 2 Bondholders) but not otherwise, provided that any Bonds purchased will be cancelled and will not be available for re-issue in accordance with the Programme Trust Deed.

The Issuer, Co-Obligors (namely, Dangote Industries Limited, Dangote Oil Refining Company Limited, and Dangote Fertiliser Limited), and the Bond Trustees shall enter an undertaking, pursuant to which the Co-Obligors, absolutely, irrevocably, and unconditionally guarantees the prompt and full payment of all debt and obligations owed by the Issuer under the Programme. Pursuant to a Deed of Undertaking, the Co-Obligors or any single Co-Obligor undertakes that if the Issuer does not pay any of the obligations, it will immediately perform the payment obligations of the Issuer

as if it were the principal Co-Obligor and payments shall be in accordance with the Series 2 Trust Deed. The Co-obligors are jointly and severally liable for the repayment obligation of the Programme.

Given that the Sponsor offers timely and full coverage of all payments due to the bondholders, under the Series 2 Senior Unsecured Bonds through the Deed of Undertaking, the Bonds bear the same default risk as its Sponsor and would reflect similar recovery prospects to the senior unsecured creditors in the event of a default. As such, the long-term rating for the Series 2 Bonds is equivalent to DIL's long term senior unsecured rating. Accordingly, any change in the Sponsor's long-term credit rating would impact the issue rating.

Outlook Statement

The Stable Outlook reflects GCR's expectation that DIL's oil refinery project will be commissioned according to schedule, and that strong earnings and cash flow projections will materialise as forecast. This will allow for the debt balance to be reduced over the rating horizon and mitigate the foreign currency mismatch.

Rating Triggers

A rating upgrade for DIL and thus the Series 2 Bonds, is contingent upon the successful completion of the refinery project, which translates to significant earnings growth, and a meaningful reduction in debt and FCY exposure. Specifically, upward migration to the ratings could follow a reduction in the net debt to EBITDA below 1.5x, interest coverage strengthening to 10x-15x and OCF to debt registering around 50%-60%.

A downward rating movement could result from the inability to timeously complete the ongoing project, leading to lower-than-expected earnings and cash flows, and potentially an escalation in debt. Any adverse foreign currency movement that results in escalation of debt balance would also be negative to the ratings. In addition, aggressive dividend decision amid the large capex and investment commitments could constrain the liquidity assessment and result in a rating downgrade. Any factors that impact the performance of Dangote Cement Plc could also impact the broader group, given that it underpins current earnings.

Private rating usage

Recipients of this credit rating notification are to note that the ratings accorded are private. A private rating is by nature confidential, but GCR may agree that the Rated Entity distributes the credit rating notification to (prospective) investors and other relevant counterparties, but only to the extent that such parties agree to confidentiality with the Rated Entity and agree that the credit rating action is private and only intended to be used in a closed circle of known parties. GCR requires Rated Entities to disclose the counterparties to whom it intends to distribute the Notification prior to such distribution.

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Related Criteria and Research

Criteria for the GCR Ratings Framework, January 2022
Criteria for Rating Corporate Entities, January 2022
GCR Ratings Scales, Symbols & Definitions, May 2022
GCR Country Risk Scores, August 2022
GCR Nigeria Corporate Sector Risk Scores, April 2022
Dangote Industries Limited Rating Announcement, April 2022

Nigeria | Corporate Analysis | Private Credit Rating

Ratings History

Dangote Industries Funding Plc's N112.4bn Series 2 Senior Unsecured Bonds					
Rating class	Review	Rating scale	Rating	Outlook	Date
Long Term Issue	Initial/last	National	AA+(NG)(RR)	Stable	September 2022

Glossary

Cash Flow	The inflow and outflow of cash and cash equivalents. Such flows arise from operating, investing and financing activities.
Cash	Funds that can be readily spent or used to meet current obligations.
Credit Risk	The possibility that a bond issuer or any other borrowers (including debtors/creditors) will default and fail to pay the principal and interest when due.
Diversification	Spreading risk by constructing a portfolio that contains different exposures whose returns are relatively uncorrelated. The term also refers to companies which move into markets or products that bear little relation to ones they already operate in.
Leverage	With regard to corporate analysis, leverage (or gearing) refers to the extent to which a company is funded by debt.
Liquidity	The speed at which assets can be converted to cash. It can also refer to the ability of a company to service its debt obligations due to the presence of liquid assets such as cash and its equivalents. Market liquidity refers to the ease with which a security can be bought or sold quickly and in large volumes without substantially affecting the market price.
Balance Sheet	Also known as Statement of Financial Position. A statement of a company's assets and liabilities provided for the benefit of shareholders and regulators. It gives a snapshot at a specific point in time of the assets the company holds and how they have been financed.
Capital	The sum of money that is invested to generate proceeds.
Cash	Funds that can be readily spent or used to meet current obligations.
Debt	An obligation to repay a sum of money. More specifically, it is funds passed from a creditor to a debtor in exchange for interest and a commitment to repay the principal in full on a specified date or over a specified period.
Diversification	Spreading risk by constructing a portfolio that contains different exposures whose returns are relatively uncorrelated. The term also refers to companies which move into markets or products that bear little relation to ones they already operate in.
Exposure	Exposure is the amount of risk the holder of an asset or security is faced with as a consequence of holding the security or asset. For a company, its exposure may relate to a particular product class or customer grouping. Exposure may also arise from an overreliance on one source of funding. In insurance, it refers to an individual or company's vulnerability to various risks.
Income	Money received, especially on a regular basis, for work or through investments.
Interest	Scheduled payments made to a creditor in return for the use of borrowed money. The size of the payments will be determined by the interest rate, the amount borrowed or principal and the duration of the loan.
Issuer	The party indebted or the person making repayments for its borrowings.
Leverage	With regard to corporate analysis, leverage (or gearing) refers to the extent to which a company is funded by debt.
Liquidity	The speed at which assets can be converted to cash. It can also refer to the ability of a company to service its debt obligations due to the presence of liquid assets such as cash and its equivalents. Market liquidity refers to the ease with which a security can be bought or sold quickly and in large volumes without substantially affecting the market price.
Long Term Rating	See GCR Rating Scales, Symbols and Definitions.
Margin	A term whose meaning depends on the context. In the widest sense, it means the difference between two values.
Market	An assessment of the property value, with the value being compared to similar properties in the area.
Maturity	The length of time between the issue of a bond or other security and the date on which it becomes payable in full.
Rating Outlook	See GCR Rating Scales, Symbols and Definitions.
Risk	The chance of future uncertainty (i.e. deviation from expected earnings or an expected outcome) that will have an impact on objectives.
Short Term Rating	See GCR Rating Scales, Symbols and Definitions.
Short Term	Current; ordinarily less than one year.

Salient Points of Accorded Ratings

GCR affirms that a.) no part of the rating process was influenced by any other business activities of the credit rating agency; b.) the rating was based solely on the merits of the rated entity, security or financial instrument being rated; and c.) such rating was an independent evaluation of the risks and merits of the rated entity, security or financial instrument.

The credit rating has been disclosed to Dangote Industries Funding Plc. The rating above was solicited by, or on behalf of, the rated entity, and therefore, GCR has been compensated for the provision of the rating.

Dangote Industries Funding Plc participated in the rating process via tele-conferences and other written correspondence. Furthermore, the quality of information received was considered adequate and has been independently verified where possible. The information received from Dangote Industries Funding Plc and other reliable third parties to accord the credit rating included:

- Executed Programme Trust Deed;
- Draft Series 2 Trust Deed;
- Draft Series 2 Deed of Undertaking;
- Draft Series 2 Pricing Supplement;
- Draft Transaction Implementation Agreement.

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APPENDIX F: FINANCIAL SUMMARY

The financial information set out in this Pricing Supplement has been extracted from the Reporting Accountant's report and the Sponsor's Management Accounts. This section should be read and construed in conjunction with the interim financial statement(s) published subsequently for the financial years prior to the issuance of Bonds under this Pricing Supplement. The Financial Statements of the Sponsor for the years ended 31 December 2017 to 31 December 2021 and the Sponsor's Management Accounts for the period ended June 30, 2022, are hereby incorporated by reference and are available for inspection. Kindly refer to page 35-36 "Documents Available for Inspection" section of Pricing Supplement.

Extract from Independent Report of the Reporting Accountants covering the 5-year period from 2017 – 2021

**DANGOTE INDUSTRIES LIMITED ACCOUNTANT'S REPORT
ON THE AUDITED CONSOLIDATED FINANCIAL STATEMENTS FOR
THE YEAR ENDED 31 DECEMBER 2021**

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The Directors
Dangote Industries Limited
Union Marble House
1 Alfred Rewane Road Ikoyi
Lagos

Gentlemen,

ACCOUNTANT'S REPORT ON THE AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF DANGOTE INDUSTRIES LIMITED FOR THE YEAR ENDED 31 DECEMBER 2021

Report on the Consolidated Financial statements

We have reviewed the audited consolidated financial statements of Dangote Industries Limited ("the Company") and its subsidiaries (collectively, 'the Group') which comprise the consolidated statement of financial position as at 31 December 2021 and the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of changes in equity and consolidated statement of cash flows for the year ended 31 December 2021 and a summary of significant accounting policies and other explanatory information, for the proposed ₦300billion bond issuance programme to be issued by Dangote Industries Funding Plc and sponsored by Dangote Industries Limited ("the Offer"). Deloitte & Touche was the auditor of the Group for the year ended 31 December 2021 and an unmodified audit opinion was issued.

Management's Responsibility for the Financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with the applicable financial reporting framework and for such internal control as management determines necessary to enable the preparation of the consolidated financial statements and fair presentation that are free from material misstatements, whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to express a conclusion on the accompanying consolidated financial statements. We conducted our review in accordance with the International Standard on Review Engagement (ISRE) 2400 (Revised), Engagements to Review Historical Financial statements. ISRE 2400 (Revised) requires us to conclude whether anything has come to our attention that causes us to believe that the consolidated financial statements, taken as a whole, are not prepared in all material respects in accordance with the applicable financial reporting framework. This Standard also requires us to comply with relevant ethical requirements.

A review of financial statements in accordance with ISRE 2400 is a limited assurance engagement. The accountant performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less than those performed in an audit conducted in accordance with International Standards on Auditing. Accordingly, we do not express an audit opinion on these consolidated financial statements.



ACCOUNTANT'S REPORT ON THE AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF DANGOTE INDUSTRIES LIMITED FOR THE YEARS ENDED 31 DECEMBER 2021 - Continued

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that these audited consolidated financial statements do not present fairly, in all material respects, the financial position of Dangote Industries Limited and its subsidiaries as at 31 December 2021 and their financial performance and cash flows for the years then ended in accordance with applicable financial reporting framework.

This report is solely for the use of the Directors of Dangote Industries Limited and other relevant parties. No part of this report may be quoted or circulated outside these parties without the prior written approval of Ernst & Young.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Ajijola', written over a horizontal line.

Babayomi Ajijola
FRC/2013/ICAN/000000001196
For: Ernst & Young Lagos,
Nigeria
23 September, 2022

DANGOTE INDUSTRIES LIMITED

CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME FOR THE YEAR ENDED 31 DECEMBER 2021

		2021	2020	2019	2018	2017
				Restated *	Restated *	
	Note	N. mil	N. mil	N. mil	N. mil	N. mil
Revenue	5	1,823,517	1,333,909	1,212,300	1,226,491	1,180,767
Cost of sales	6	(860,460)	(657,315)	(638,464)	(643,634)	(632,164)
Gross profit		963,057	676,594	573,836	582,857	548,603
Other operating income	7	11,262	9,240	6,361	15,849	8,148
Net Operating gains / (losses)	8, 12.1	110,874	212,453	20,511	(56,983)	4,123
Credit impairment (charge) / reversal	9	(35,923)	(1,737)	1,388	24	(19)
Selling and distribution expenses	10	(174,979)	(135,499)	(141,621)	(124,380)	(98,392)
Administrative expenses	11	(239,298)	(189,591)	(206,224)	(154,471)	(97,888)
Operating profit		634,993	571,460	254,251	262,896	364,575
Finance income	12	32,255	27,103	23,963	60,706	140,790
Finance costs	13	(237,567)	(216,624)	(184,182)	(125,737)	(81,064)
Fair value adjustments	8.1	-	-	-	-	2,468
Equity accounted income	26	817	750	649	563	2,167
Profit before income tax expense		430,498	382,689	94,681	198,428	428,936
Income tax (expense) /benefit	14	(225,032)	(156,589)	(58,379)	70,303	(64,454)
Profit for the year		205,466	226,100	36,302	268,731	364,482
Other comprehensive income:						
Items that will not be reclassified to profit or loss:						
Gains / (losses) on valuation of investments in equity instruments	34	(116)	2	(76)	(1,202)	-
Income tax relating to items that will not be reclassified		-	(1)	-	-	-
Total items that will not be reclassified to profit or loss		(116)	1	(76)	(1,202)	-
Items that may be reclassified to profit or loss:						
Exchange differences on translating foreign operations		33,159	168,651	(61,549)	117,498	(7,001)
Available-for-sale financial asset adjustment**		-	-	-	-	316
Other comprehensive income/ (loss) for the year net of tax		33,043	168,652	(61,625)	116,296	(6,685)
Total comprehensive income / (loss) for the year		263,002	394,752	(25,323)	385,027	357,797
Profit attributable to:						
Owners of the parent		152,143	131,524	47,992	255,377	322,766
Non-controlling interests		77,816	94,576	(11,690)	13,354	41,716
		229,959	226,100	36,302	268,731	364,482
Total comprehensive income/ (loss) attributable to:						
Owners of the parent		24,203	163,799	29,533	266,818	316,167
Non-controlling interests		238,799	230,953	(54,856)	118,209	41,630
		263,002	394,752	(25,323)	385,027	357,797
Earnings per share						
Basic and diluted earnings (Naira)	16	76	66	24	128	161
Dividend per share (Naira)	16	22	58	120	82	9

*See Note 56 for details of restatements.

** The available for sale financial asset adjustment emerged as a result of the treatment in accordance with IAS 39 before the adoption of IFRS 9

DANGOTE INDUSTRIES LIMITED

CONSOLIDATED STATEMENT OF FINANCIAL POSITION AS
AT 31 DECEMBER 2021

Note(s)	2021	2020	2019	2018	2017	
	N. mil	N. mil	Restated * N. mil	Restated * N. mil	N. mil	
Non-Current Assets						
Property, plant and equipment	19	5,555,831	5,063,876	3,632,418	2,677,954	1,325,972
Goodwill	21	-	-	-	-	3,170
Right-of-use assets	20	23,205	14,921	15,077	-	-
Intangible assets	22	155,460	161,209	131,379	133,908	8,442
Investments in associates	26	6,528	5,711	4,961	4,312	3,749
Debt instruments (at amortised cost)	27	4,978	45,281	41,275	15,938	-
Investments at fair value	34	6,643	7,056	7,072	7,148	-
Other financial assets	34.1	-	-	-	-	2,983
Finance lease receivables	28	5,980	9,846	11,285	6,475	6,614
Deferred tax assets	15	12,473	17,679	60,068	49,970	61,379
Prepayments	30	118,990	160,370	317,802	339,957	30,986
		5,890,088	5,485,949	4,221,337	3,235,662	1,443,295
Current Assets						
Biological assets	29	4,656	4,462	2,069	1,841	2,807
Inventories	32	270,518	233,000	265,772	227,139	183,966
Loans to related entities	49	-	-	-	-	1,090,356
Debt instruments (at amortised cost)	27	210	3,149	-	-	-
Trade and other receivables	33	1,420,002	707,167	639,573	695,265	270,283
Other financial assets	34.1	-	-	-	-	61,929
Investments at fair value	34	21,387	19,458	16,212	14,547	-
Derivatives receivables	35	35,619	51,831	1,091	22,455	-
Finance lease receivables	28	3,752	5,249	4,266	2,380	1,608
Prepayments	30	141,822	90,508	30,858	31,423	37,609
Cash and cash equivalents	36	888,376	764,012	852,741	950,434	809,067
		2,786,342	1,878,836	1,812,582	1,945,484	2,457,625
Non-current assets held for sale and assets of disposal groups	37	869	869	869	869	869
Total Assets		8,677,299	7,365,654	6,034,788	5,182,015	3,901,789
Equity and Liabilities						
Equity						
Equity attributable to equity holders of parent						
Share capital	38	1,000	1,000	1,000	1,000	1,000
Foreign currency translation reserve		(5,637)	122,187	89,913	108,296	71,978
Fair value reserve		-	-	-	-	(2,159)
Employee benefit reserve		-	-	-	-	583
Reserve for valuation of investments		(232)	(116)	(117)	(41)	-
Capital reserves		-	-	-	21,413	14,824
Retained earnings		3,203,557	2,066,915	2,008,522	2,149,417	1,845,979
		3,198,688	2,189,986	2,099,318	2,280,085	1,932,205
Non-controlling interests		989,614	795,315	607,278	705,688	183,826
		4,188,302	2,985,301	2,706,596	2,985,773	2,116,031

DANGOTE INDUSTRIES LIMITED

CONSOLIDATED STATEMENT OF FINANCIAL POSITION - Continued AS
AT 31 DECEMBER 2021

		2021	2020	2019	2018	2017
		N. mil	N. mil	Restated *	Restated *	N. mil
Liabilities	Note(s)			N. mil	N. mil	N. mil
Non-Current Liabilities						
Loans from related parties	40	21,801	56,420	19,588	17,765	-
Borrowings	39	1,840,028	1,994,859	1,586,442	1,331,677	826,361
Lease liabilities	45	13,538	8,982	9,157	-	-
Retirement benefit obligations	41	1,062	1,086	1,205	1,284	2,308
Government grant	43	33,202	28,852	30,389	8,424	355
Deferred tax liabilities	15	216,291	176,111	110,302	100,081	72,298
Provisions	44	9,972	9,593	3,684	2,753	3,453
Long service award obligations	42	3,219	3,581	-	-	-
		2,139,113	2,279,484	1,760,767	1,461,984	904,775
Current Liabilities						
Trade and other payables	46	905,482	994,979	858,916	400,713	700,006
Loans from related parties	40	832,006	708,978	465,438	262,338	-
Borrowings payable	39	349,805	288,228	170,846	31,298	131,772
Derivatives liabilities	34	-	104	-	-	-
Lease liabilities	45	2,780	3,593	2,021	-	-
Retirement benefit obligations	41	766	970	980	970	-
Contract liabilities	47	425	331	-	-	-
Government grant	43	101	70	149	314	792
Current income tax payable	14	181,061	71,595	67,880	31,257	46,277
Provisions	44	181	145	-	-	2
Bank overdraft	36	77,277	31,876	1,195	7,368	2,134
		2,349,884	2,100,869	1,567,425	734,258	880,983
Total Liabilities		4,488,997	4,380,353	3,328,192	2,196,242	1,785,758
Total Equity and Liabilities		8,677,299	7,365,654	6,034,788	5,182,015	3,901,789

*See Note 56 for details of restatements.

**CONSOLIDATED STATEMENT OF CHANGES IN EQUITY FOR
THE YEAR ENDED 31 DECEMBER 2021**

	Share capital	Foreign currency translation reserve	Reserve for valuation of investments	Retained earnings	Total attributable to owners of the Company	Non-controlling interests	Total
	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil
Balance at 1 January 2021	1,000	122,187	(116)	2,066,915	2,189,986	795,315	2,985,301
Profit for the period	-	-	-	152,143	152,143	77,816	229,959
Other comprehensive income	-	(127,824)	(116)	-	(127,940)	160,983	33,043
Total comprehensive income for the year	-	(127,824)	(116)	152,143	24,203	238,799	263,002
Transactions directly with equity holders:							
Disposal of shares**	-	-	-	984,499	984,499	-	984,499
Dividends	-	-	-	-	-	(44,500)	(44,500)
Total contributions by and distributions to owners of Company recognised directly in equity	-	-	-	984,499	984,499	(44,500)	939,999
Balance at 31 December 2021	1,000	(5,637)	(232)	3,203,557	3,198,688	989,614	4,188,302

** During the year, Dangote Oil Refining Ltd disposed 20% ordinary shares of 200,000 units out of 1,000,000 total units in Dangote Petroleum Refinery and Petrochemicals Free Zone Enterprise to Nigerian National Petroleum Company Limited.

FOR THE YEAR ENDED 31 DECEMBER 2020

Balance at 1 January 2020	1,000	89,913	(117)	2,008,522	2,099,318	607,278	2,706,596
Profit for the year	-	-	-	131,524	131,524	94,576	226,100
Other comprehensive income	-	32,274	1	-	32,275	136,377	168,652
Total comprehensive income for the year	-	32,274	1	131,524	163,799	230,953	394,752
Transactions directly with equity holders:							
Disposal of non-controlling interests	-	-	-	(421)	(421)	421	-
Dividends (Note 16)	-	-	-	(72,710)	(72,710)	(43,337)	(116,047)
Total contributions by and distributions to owners of Company recognised directly in equity	-	-	-	(73,131)	(73,131)	(42,916)	(116,047)
Balance at 31 December 2020	1,000	122,187	(116)	2,066,915	2,189,986	795,315	2,985,301

DANGOTE INDUSTRIES LIMITED
CONSOLIDATED STATEMENT OF CHANGES IN EQUITY - Continued
FOR THE YEAR ENDED 31 DECEMBER 2019

	Share capital	Foreign currency translation reserve	Reserve for valuation of investments	Capital reserve	Retained earnings	Total attributable to owners of the Company	Non-controlling interests	Total
	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil
Restated Balance at 1 January 2019	1,000	108,296	(41)	21,413	2,149,417	2,280,085	705,688	2,985,773
Profit for the year	-	-	-	-	47,992	47,992	(11,690)	36,302
Other comprehensive income	-	(18,383)	(76)	-	-	(18,459)	(43,166)	(61,625)
Total comprehensive income for the year	-	(18,383)	(76)	-	47,992	29,533	(54,856)	(25,323)
Reserve transferred from acquisition of subsidiaries	-	-	-	-	6,113	6,113	1,354	7,467
Derecognition due to disposal of subsidiary	-	-	-	(21,413)	-	(21,413)	-	(21,413)
Dividends (Note 16)	-	-	-	-	(195,000)	(195,000)	(44,908)	(239,908)
Total contributions by and distributions to owners of Company recognized directly in equity	-	-	-	(21,413)	(188,887)	(210,300)	(43,554)	(253,854)
Balance at 31 December 2019 (*Restated)	1,000	89,913	(117)	-	2,008,522	2,099,318	607,278	2,706,596

DANGOTE INDUSTRIES LIMITED
CONSOLIDATED STATEMENT OF CHANGES IN EQUITY - Continued
FOR THE YEAR ENDED 31 DECEMBER 2019

	Share capital	Foreign currency translation reserve	Employee benefit reserve/ Reserve for valuation of investment	Fair value adjustment asset available for sale reserve	Capital reserve	Retained earnings	Total attributable to owners of the Company	Non-controlling interests	Total
	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil
FOR THE YEAR ENDED 31 DECEMBER 2018									
Balance as at 1 January 2018	1,000	71,978	583	(2,159)	14,824	1,845,979	1,932,205	183,826	2,116,031
Profit for the year (Restated*)	-	-	-	-	-	268,731	268,731	13,354	282,085
Other comprehensive income (Restated*)	-	117,498	-	(1,202)	-	-	116,296	-	116,296
Adjustment on correction of error	-	(81,180)	(624)	3,361	-	165,484	87,041	548,294	635,335
Total comprehensive income for the year (Restated*)	-	36,318	(624)	2,159	-	434,215	472,068	561,648	1,033,716
Dividends (Note 16)	-	-	-	-	-	(130,040)	(130,040)	(33,197)	(163,237)
Adjustment to DFM capital reserve	-	-	-	-	6,589	-	6,589	(6,589)	-
Changes on initial application of IFRS 9	-	-	-	-	-	(737)	(737)	-	(737)
	-	-	-	-	-	-	-	-	-
Balance at 31 December 2018 (Restated*)	1,000	108,296	(41)	-	21,413	2,149,417	2,280,085	705,688	2,985,773
FOR THE YEAR ENDED 31 DECEMBER 2017									
Balance at 1 January 2017	1,000	78,893	583	(2,475)	16,688	1,374,585	1,469,274	95,259	1,564,533
Profit for the year	-	-	-	-	-	322,766	322,766	41,716	364,482
Other comprehensive income	-	(6,915)	-	316	-	-	(6,599)	(86)	(6,685)
Total comprehensive income for the year	-	(6,915)	-	316	-	322,766	316,167	41,630	357,797
Disposal of shares in subsidiary without a loss of control	-	-	-	-	-	213,674	213,674	-	213,674
Reversal of fair valuation gain	-	-	-	-	(1,864)	-	(1,864)	-	(1,864)
Effect of changes in subsidiary shareholding	-	-	-	-	-	(65,046)	(65,046)	65,046	-
Dividends (Note 16)	-	-	-	-	-	-	-	(18,109)	(18,109)
Balance at 31 December 2017	1,000	71,978	583	(2,159)	14,824	1,845,979	1,932,205	183,826	2,116,031

The translation reserve represents the cumulative position of translation gains and losses arising from the conversion of the net assets of the foreign subsidiary companies and subsidiaries with different functional currency, to the reporting currency.

*See Note 56 for details of restatements.

**CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 31 DECEMBER 2021**

		2021	2020	2019	2018	2017
	Note(s)	N. mil	N. mil	Restated * N. mil	N. mil	N. mil
Cash flows from operating activities						
Cash generated from operations	48	603,896	856,867	824,199	466,544	465,065
Income tax (paid) / refunded	14	(63,416)	(35,811)	(18,406)	9,979	(19,100)
Retirement benefit paid	41	228	(129)	(69)	-	-
Benefit paid for long service award	42	(100)	(132)	-	-	-
Net cash from operating activities		540,608	820,795	805,724	476,523	445,965
Cash flows from investing activities						
Purchase of property, plant and equipment	19	(1,080,035)	(1,077,371)	(1,098,373)	(151,080)	(115,025)
Proceed from disposal of property, plant and equipment		32,083	1,897	4,519	(1,872)	1,075
Additions to right of use assets		(8,707)	-	-	-	-
Purchase of intangible assets	22	(972)	(825)	(220)	(796)	(1,994)
Purchase of investments at fair value	34	(1,632)	(3,228)	(1,665)	-	-
Disposal / (Purchase) of debt instruments at amortised cost		43,242	(7,155)	(25,337)	-	-
Capital contribution in relation in related parties		-	-	-	(420,285)	-
Purchase of biological assets	29	-	-	(541)	(998)	(983)
Proceed from disposal of biological assets	29	18	24	-	1,639	3,652
Interest Income	12	31,993	26,725	23,704	126,099	140,790
Dividends received	12.1	262	378	259	897	558
Net cash (used in) / from investing activities		(983,748)	(1,059,555)	(1,097,654)	(446,396)	28,073
Cash flows from financing activities						
Disposal of shares	23	984,499	-	-	-	-
Proceeds from related parties loans	40	8,825	177,896	204,923	179,702	-
Repayment of third party loans		-	-	-	(7,310)	-
Loan obtained from third party		-	-	-	-	(46,051)
Proceeds from borrowings	39	95,806	574,306	441,956	661,914	57,991
Loans to group companies repaid		-	-	-	-	72,009
Loans advanced to related entities		-	-	-	(526,945)	(478,787)
Finance lease payment		-	-	-	(633)	(8,222)
Proceeds on sale of shares in subsidiary		-	-	-	-	213,674
Repayment of borrowings	39	(334,433)	(340,177)	(60,051)	(139,231)	(97,369)
Refund/Payment on lease liabilities		3,743	290	(3,722)	-	-
Dividends paid		(44,500)	(116,047)	(239,908)	(33,934)	(18,110)
Interest paid	13 & 39	(191,381)	(176,918)	(142,788)	(125,737)	(81,064)
Net cash from / (used in) financing activities		522,559	119,350	200,410	7,826	(385,929)
Net increase / (decrease) in cash and cash equivalents		79,419	(119,410)	(91,520)	37,953	88,109
Cash and cash equivalents at the beginning of the year		732,136	851,546	943,066	806,933	718,824
Total cash and cash equivalents at end of the year		811,555	732,136	851,546	844,886	806,933

*See Note 56 for details of restatements.

Extract from the Management Accounts covering the period from December 31, 2021 – June 30, 2022.

**DANGOTE INDUSTRIES LIMITED MANAGEMENT ACCOUNTS
ON THE CONSOLIDATED AND SEPERATE FINANCIAL STATEMENTS
FOR THE PERIOD ENDED JUNE 30, 2022**

Dangote Industries Limited

Consolidated and Separate Financial Statements for the interim period ended 30 June 2022

Consolidated and Separate Statement of Financial Position

Figures in Naira	Notes	Group			Company		
		Unaudited 6 Months ended 30 June 2022	Unaudited 6 Months ended 30 June 2021	Audited 12 Months ended 31 December 2021	Unaudited 6 Months ended 30 June 2022	Unaudited 6 Months ended 30 June 2021	Audited 12 Months ended 31 December 2021
Assets							
Non-Current Assets							
Property, plant and equipment	18	5,973,467	5,847,284	5,555,831	30,524	31,084	30,236
Right-of-use assets	19	23,356	25,194	23,205	-	-	-
Investment property	20	-	-	-	2,821	2,891	2,851
Intangible assets	21	155,613	176,885	155,460	50	7	22
Investments in subsidiaries	22	-	-	-	100,299	101,025	100,297
Investments in associate	23	2,499	5,711	6,528	-	-	-
Debt instruments (at amortised cost)	24	5,294	47,759	4,978	2,317	44,782	2,001
Investments at fair value	31	7,149	6,446	6,643	7,143	6,440	6,637
Finance lease receivables	25	19,913	7,036	5,960	-	-	-
Deferred tax	16	14,750	13,841	12,473	-	-	-
Prepayments	27	116,739	65,679	118,990	-	-	-
Other Investment	28	-	-	-	653,117	590,528	616,038
		6,318,780	6,195,835	5,890,088	796,271	776,757	758,082
Current Assets							
Biological assets	26	5,070	4,318	4,656	-	-	-
Inventories	29	376,500	290,910	270,518	-	-	-
Loans to group companies	33	-	-	-	3,578,522	3,327,568	3,254,252
Debt instruments measured at amortised cost	24	-	432	210	-	432	210
Trade and other receivables	30	1,684,262	731,839	1,420,099	256,045	235,457	271,887
Investments at fair value	31	21,387	21,387	21,387	21,387	21,387	21,387
Derivatives	32	24,802	44,925	35,619	24,802	44,925	35,619
Finance lease receivables	25	5,672	5,672	3,752	-	-	-
Prepayments	27	170,417	144,463	141,822	2,498	4,768	590
Cash and cash equivalents	34	766,413	653,001	888,376	316,312	401,024	307,938
		3,054,523	1,896,947	2,786,499	4,199,566	4,035,561	3,891,883
Non-current assets held for sale	35	869	869	869	-	-	-
Total Assets		9,374,172	8,093,651	8,677,396	4,995,837	4,812,318	4,649,965
Equity and Liabilities							
Equity							
Equity Attributable to Equity Holders of Parent							
Share capital	36	1,000	1,000	1,000	1,000	1,000	1,000
Foreign currency translation reserve		54,947	154,498	(5,637)	-	-	-
Reserve for valuation of equity investments		392	(430)	(232)	392	(430)	(232)
Retained income		2,717,136	2,189,073	3,203,555	2,183,460	1,897,188	1,859,772
		2,773,475	2,344,141	3,198,686	2,184,852	1,897,758	1,860,540
Non-controlling interest		1,028,791	864,885	989,614	-	-	-
		3,802,266	3,209,026	4,188,300	2,184,852	1,897,758	1,860,540
Liabilities							
Non-Current Liabilities							
Loans from related parties	38	21,656	60,887	21,801	-	-	-
Borrowings	37	1,926,809	2,111,312	1,840,028	1,586,621	1,873,537	1,681,438
Lease liabilities	43	10,713	13,699	13,538	-	-	-
Retirement benefit obligation	39	1,140	1,074	1,062	890	909	900
Deferred income	41	3,814	28,119	33,202	-	-	-
Deferred tax	16	249,326	183,053	216,291	97,779	39,588	68,448
Provisions	42	11,058	10,461	9,972	-	-	-
Long service award	40	3,663	4,028	3,219	-	-	-
		2,228,179	2,412,633	2,139,113	1,685,290	1,914,034	1,750,786
Current Liabilities							
Trade and other payables	44	1,833,467	1,194,036	905,581	113,012	115,592	126,327

Dangote Industries Limited

Consolidated and Separate Financial Statements for the interim period ended 30 June 2022

Statement of Financial Position

Figures in Naira	Notes	Group			Company		
		Unaudited 6 Months ended 30 June 2022	Unaudited 6 Months ended 30 June 2021	Audited 12 Months ended 31 December 2021	Unaudited 6 Months ended 30 June 2022	Unaudited 6 Months ended 30 June 2021	Audited 12 Months ended 31 December 2021
Loans from related parties	38	898,435	790,699	832,006	989,733	867,299	893,845
Borrowings	37	271,761	302,627	349,805	-	-	-
Derivatives	32	-	117	-	-	-	-
Lease liabilities	19&43	1,690	2,177	2,780	-	-	-
Retirement benefit obligation	39	763	951	766	-	-	-
Contract liabilities	45	584	425	425	-	-	-
Deferred income	41	48	114	101	-	-	-
Current tax payable	15	237,460	121,883	181,061	22,950	17,635	18,467
Provisions	42	202	145	181	-	-	-
Bank overdraft	34	99,317	58,818	77,277	-	-	-
		3,343,727	2,471,992	2,349,983	1,125,695	1,000,526	1,038,639
Total Liabilities		5,571,906	4,884,625	4,489,096	2,810,985	2,914,560	2,789,425
Total Equity and Liabilities		9,374,172	8,093,651	8,677,396	4,995,837	4,812,318	4,649,965

The consolidated and separate financial statements and the notes on page, were approved by the board of directors on the March 1, 1900 and were signed on its behalf by:

 Alhaji Aliko Dangote, GCON
 Group President
 FRC/2013/ODN/0000001766

 Mr. Olakunle Alake
 Group Managing Director
 FRC/2013/ICAN/0000002214

 Mr. Mustapha Ibrahim
 Chief Financial Officer
 FRC/2013/ICAN/0000002215

The accounting policies on page 12 and the notes on page 80 form an integral part of the consolidated and separate financial statements.

Dangote Industries Limited

Consolidated and Separate Financial Statements for the interim period ended 30 June 2022

Consolidated and Separate Statement of Profit or Loss and Other Comprehensive Income

Figures in Naira	Notes	Group			Company		
		Unaudited 6 Months ended 30 June 2022	Unaudited 6 Months ended 30 June 2021	Audited 12 Months ended 31 December 2021	Unaudited 6 Months ended 30 June 2022	Unaudited 6 Months ended 30 June 2021	Audited 12 Months ended 31 December 2021
Revenue	6	1,121,900	866,091	1,823,517	304,787	249,655	253,526
Cost of sales	7	(524,875)	(406,244)	(860,460)	(3,333)	(3,151)	(6,271)
Gross profit (loss)		597,025	459,847	963,057	301,454	246,504	247,255
Other operating income	8	3,421	10,158	11,262	200	2,794	3,061
Other operating gains (losses)	9	67,091	103,762	110,874	58,478	57,075	96,940
Movement in credit loss allowances	10	350	(11,092)	(11,430)	-	(11,080)	(11,098)
Selling and distribution expenses	11	(133,755)	(80,671)	(175,910)	-	-	-
Other operating expenses	12	(116,175)	(102,071)	(238,367)	(23,259)	(21,987)	(44,245)
Operating profit (loss)		417,957	379,933	659,486	336,873	273,297	291,913
Investment income	13	28,005	17,168	32,255	126,881	160,341	244,070
Finance costs	14	(138,876)	(103,879)	(237,567)	(100,530)	(72,564)	(178,594)
Income from equity accounted investments		-	-	817	-	-	-
Profit before taxation		307,086	293,222	454,991	363,224	361,074	357,389
Taxation	15	(142,443)	(101,212)	(225,082)	(39,419)	(4,749)	(38,786)
Profit for the period		164,643	192,010	229,909	323,805	356,325	318,603
Other comprehensive income:							
Items that will not be reclassified to profit or loss:							
(Loss)/gains on valuation of investments in equity instruments		509	(314)	(116)	509	314	(116)
Items that may be reclassified to profit or loss:							
Exchange differences on translating foreign operations		(7,220)	76,834	33,159	-	-	-
Other comprehensive income for the period net of taxation		(6,711)	76,520	33,043	509	314	(116)
Total comprehensive income/(loss) for the period		157,932	268,530	263,002	324,314	356,639	318,487
Profit attributable to:							
Owners of the parent		77,456	122,463	152,143	323,805	356,325	318,603
Non-controlling interest		87,187	69,547	77,816	-	-	-
		164,643	192,010	229,959	323,805	356,325	318,603
Total comprehensive income/(loss) attributable to:							
Owners of the parent		70,745	154,460	24,203	324,314	356,639	318,487
Non-controlling interest		87,187	114,070	238,799	-	-	-
		157,932	268,530	263,002	324,314	356,639	318,487

Dangote Industries Limited

Consolidated and Separate Financial Statements for the interim period ended 30 June 2022

Consolidated and Separate Statement of Changes in Equity

	Share capital	Foreign currency translation reserve	Reserve for valuation of investments	Retained income	Total attributable to equity holders of the group / company	Non-controlling interest	Total equity
Figures in Naira							
Group							
Balance at January 1, 2021	1,000	122,187	(116)	2,066,917	2,189,988	795,315	2,985,303
Profit for the period	-	-	-	122,463	122,463	69,547	192,010
Other comprehensive income	-	32,311	(314)	-	31,997	44,523	76,520
Total comprehensive income for the period	-	32,311	(314)	122,463	154,460	114,070	268,530
Dividends	-	-	-	-	-	(44,500)	(44,500)
Balance at 30 June 2021	1,000	154,498	(430)	2,189,380	2,344,448	864,885	3,209,333
Balance at 1 January 2022	1,000	(5,637)	(232)	3,203,557	3,198,688	989,614	4,188,302
Profit for the period	-	-	-	77,456	77,456	87,187	164,643
Other comprehensive income	-	(7,220)	509	-	(6,711)	-	(6,711)
Total comprehensive income for the period	-	(7,220)	509	77,456	70,745	87,187	157,932
Dividends	-	-	-	-	-	(49,468)	(49,468)
Balance at 30 June 2022	1,000	54,947	392	3,281,013	3,337,352	1,028,791	4,366,143

Dangote Industries Limited

Consolidated and Separate Financial Statements for the interim period ended 30 June 2022

Consolidated and Separate Statement of Changes in Equity

	Share capital	Foreign currency translation reserve	Reserve for valuation of investments	Retained income	Total attributable to equity holders of the group / company	Non-controlling interest	Total equity
Figures in Naira							
Company							
Balance at 1 January 2021	1,000	-	(116)	1,541,170	1,542,054	-	1,542,054
Profit for the period	-	-	-	356,325	356,325	-	356,325
Total comprehensive income for the period	-	-	-	356,325	356,325	-	356,325
Balance at 30 June 2021	1,000	-	(430)	1,897,495	1,898,065	-	1,898,065
Balance at 1 January 2022	1,000	-	(232)	1,859,772	1,860,540	-	1,860,540
Profit for the period	-	-	-	323,805	323,805	-	323,805
Other comprehensive income	-	-	509	-	509	-	509
Total comprehensive income for the period	-	-	509	323,805	324,314	-	324,314
Balance at 30 June 2022	1,000	-	392	2,183,577	2,184,969	-	2,184,969

Dangote Industries Limited

Consolidated and Separate Financial Statements for the interim period ended 30 June 2022

Consolidated and Separate Statement of Cash Flows

Figures in Naira	Notes	Group			Company		
		Unaudited 6 Months ended 30 June 2022	Unaudited 6 Months ended 30 June 2021	Audited 12 Months ended 31 December 2021	Unaudited 6 Months ended 30 June 2022	Unaudited 6 Months ended 30 June 2021	Audited 12 Months ended 31 December 2021
Cash flows from operating activities							
Cash generated from operations	46	135,815	774,277	603,525	295,170	237,124	217,844
Tax paid	15	-	(20,141)	(63,416)	-	(1,109)	(1,412)
Retirement benefit paid	39	75	(31)	228	(10)	(1)	(10)
Benefit paid for long service award	40	(3)	-	(100)	-	-	-
Net cash from operating activities		135,887	754,105	540,237	295,160	236,014	216,422
Cash flows from investing activities							
Purchase of property, plant and equipment	18	(148,452)	(740,820)	(1,080,035)	(93)	(2,964)	(2,757)
Proceed from disposal of property, plant and equipment	18	1,690	907	32,083	-	11	-
Cash additions to right-of-use assets (e.g. additions arising from initial direct costs or prepayments made for cash)	18	-	-	(8,707)	-	-	-
Purchase of intangible assets	21	(476)	(280)	(972)	(31)	-	(16)
Loans to group companies repaid	33	-	-	-	-	-	453,421
Loans advanced to group companies	33	-	-	-	(96,138)	(193,960)	(453,574)
Purchase of investments at fair value	31	-	(1,938)	(1,632)	-	(1,929)	(1,623)
Reclassification of investment in subsidiaries		-	-	(347)	-	-	(347)
Purchase of debt instruments at amortised cost		-	-	43,242	-	-	43,242
Receipts from debt instruments at amortised cost		(106)	239	-	(106)	239	-
Purchase of biological assets	26	-	(288)	-	-	-	-
Proceed from disposal of biological assets	26	-	-	18	-	-	-
Capital Contribution in related parties		-	-	-	(37,079)	(27,244)	(52,754)
Interest Income		27,719	16,963	32,255	(10,853)	30,955	5,881
Dividends received		286	205	262	286	205	262
Net cash from investing activities		(119,339)	(725,012)	(983,833)	(144,014)	(194,687)	(8,265)
Cash flows from financing activities							
Disposal of shares	36	-	-	984,499	-	-	-
Proceeds of loans from group companies	38	-	4,467	8,825	264,350	130,000	303,400
Repayment of loans from group companies	38	-	-	(2)	(250,000)	(123,400)	(323,400)
Proceeds from borrowings	37	103,937	336,216	95,806	383	156,766	411,209
Repayment of borrowings	37	(148,829)	(361,715)	(334,433)	(148,829)	(204,679)	(686,748)
Payment on lease liabilities		(3,915)	-	3,745	-	-	-
Dividends paid		(49,468)	(44,500)	(44,500)	-	-	-
Finance costs		(62,276)	(101,514)	(191,381)	(8,676)	(70,214)	(75,904)
Net cash from financing activities		(160,551)	(167,046)	522,559	(142,772)	(111,527)	(371,443)
Total cash movement for the period		(144,003)	(137,953)	78,963	8,374	(70,200)	(163,286)
Cash at the beginning of the period		811,099	732,136	732,136	307,938	471,224	471,224
Total cash at end of the period	34	667,096	594,183	811,099	316,312	401,024	307,938

APPENDIX G: REPAYMENT SCHEDULE

The following table indicates the principal obligation and semi-annual repayment of the Coupon until maturity.

The table reflects the annual Coupon Rate of 16.75% and Issue size of ₦112,415,455,000. The payment account for the Series 2 Bonds shall be funded by the Sponsor in accordance with Clause 10.2 of the Series 2 Trust Deed.

Period	Opening Balance	Coupon Payment	Principal Repayment	Closing Balance
1	112,415,455,000.00	9,389,000,399.11	-	112,415,455,000.00
2	112,415,455,000.00	9,440,588,313.39	-	112,415,455,000.00
3	112,415,455,000.00	9,418,600,022.06	-	112,415,455,000.00
4	112,415,455,000.00	9,414,794,356.25	-	112,415,455,000.00
5	112,415,455,000.00	9,385,194,733.30	-	112,415,455,000.00
6	112,415,455,000.00	9,440,588,313.39	-	112,415,455,000.00
7	112,415,455,000.00	9,389,000,399.11	-	112,415,455,000.00
8	112,415,455,000.00	9,440,588,313.39	-	112,415,455,000.00
9	112,415,455,000.00	9,389,000,399.11	-	112,415,455,000.00
10	112,415,455,000.00	9,440,588,313.39	-	112,415,455,000.00
11	112,415,455,000.00	9,418,600,022.06	-	112,415,455,000.00
12	112,415,455,000.00	9,414,794,356.25	-	112,415,455,000.00
13	112,415,455,000.00	9,385,194,733.30	-	112,415,455,000.00
14	112,415,455,000.00	9,440,588,313.39	-	112,415,455,000.00
15	112,415,455,000.00	9,389,000,399.11	-	112,415,455,000.00
16	112,415,455,000.00	9,440,588,313.39	-	112,415,455,000.00
17	112,415,455,000.00	9,389,000,399.11	-	112,415,455,000.00
18	112,415,455,000.00	9,440,588,313.39	-	112,415,455,000.00
19	112,415,455,000.00	9,418,600,022.06	-	112,415,455,000.00
20	112,415,455,000.00	9,414,794,356.25	112,415,455,000.00	-

APPENDIX H: PROCEDURE FOR APPLICATION AND ALLOTMENT

1. Invitation for Participation

Qualified Investors are hereby invited to participate in the Issue through any of the Issuing Houses/Book Runners.

- 1.1 The Book Build opens on November 3, 2022 and closes on November 16, 2022. Orders must be for a minimum of ₱10,000,000 (i.e. 10,000 units at ₱1,000 per unit) and multiples of ₱1,000 thereafter. Bids below the Minimum Participation Amount will be disregarded unless they form part of a cumulative bid from the same investor that is, in aggregate, greater than the Minimum Participation Amount. Final allotment to respective bidders may be less than the Minimum Participation Amount if bids must be pro-rated for any reason.
- 1.2 Participation Amount(s) and Bid Coupon Rate(s) (“**Order(s)**”) should be entered in the space provided in the prescribed Commitment Form attached to this Pricing Supplement (the “**Commitment Form**”).
- 1.3 By completing and submitting the Commitment Form, each Applicant hereby agrees that the Order is irrevocable and, to the fullest extent permitted by law, the obligations in respect thereof shall not be capable of rescission or termination by any Applicant.
- 1.4 Applicants may bid/place orders for the Bonds at any price within the price range subject to the Minimum Participation Amount and the terms and conditions stated on the Commitment Form.
- 1.5 A corporate Applicant should state its incorporation (RC) number or, in the case of a corporate foreign subscriber, its appropriate identification/incorporation number in the jurisdiction in which it is constituted.
- 1.6 An individual Applicant should sign the declaration and write his/her full name, address and daytime telephone number on the Commitment Form. Joint applicants must all sign the Commitment Form.
- 1.7 Upon the completion and submission of the Commitment Form, the Applicant is deemed to have authorized the Issuer and the Issuing Houses/Book Runners to effect the necessary changes in this Pricing Supplement as would be required for the purposes of filing an application for the clearance and registration of the final Pricing Supplement with the SEC. The Commitment Form shall be considered as the Application Form for the purposes of registration of the final Pricing Supplement with the SEC.
- 1.8 The Commitment Form presents the Applicant with the choice to bid for up to three optional Bid Coupon Rates within the Price Range and to specify the Participation Amount in each option. The Bid Coupon Rates and the Participation Amounts submitted by the Applicant in the Commitment Form will be treated as optional demands from the Applicant and will not be cumulated.
- 1.9 After determination of the Coupon Rate, the maximum Participation Amount specified by an Applicant at or below the Clearing Price will be considered for allocation and the rest of the order(s), irrespective of the corresponding Bid Coupon Rate(s), will become automatically invalid.
- 1.10 The Issuer in consultation with the Book Runners reserves the right not to proceed with the Offer at any time including after the Book Building opening date but before the Allotment Date without assigning any reason thereof, subject to notifying the Commission.

2. Payment Instructions

Successful Applicants should ensure that payment of the Participation Amounts is received on the completion meeting date via the CBN Real Time Gross Settlement (“**RTGS**”) or NIBSS

Electronic Fund Transfer (“NEFT”) into the following designated Issue Proceeds Account domiciled with the Receiving Banks:

ACCOUNT NAME	BANK	ACCOUNT NUMBER
Dangote Industries Funding PLC Series 2 Bond Issue Proceeds	Access Bank PLC	1660987913
Dangote Industries Funding PLC Series 2 Bond Issue Proceeds Account	First City Monument Bank Limited	0129614981
Dangote Industries Funding PLC Series 2 Bonds Issue Proceeds Account	First Bank of Nigeria	2042238872
Dangote Industries Funding Series II Bond	FSDH Merchant Bank Limited	1000136713
Dangote Industries Funding PLC Series 2 Bond Issue	Stanbic IBTC Bank	0046443125
Dangote Industries Limited – Receiving Account (Dangote Industries Funding Series 2 bond)	Standard Chartered Bank	0006060826
Dangote Industries Funding PLC Series 2 bonds	Zenith Bank PLC	1225742621

3. Allocation/Allotment

- 3.1 On the date on which the final price (Coupon Rate) of the Bonds is determined after close of the Book Build (“**Pricing Date**”), the Issuing Houses will analyze the demand of submitted bids and in consultation with the Issuer, finalize the allocations to each Applicant. Allocation Confirmation Notices will be sent to successful Applicants thereafter.
- 3.2 The members of the Board and the Issuing Houses reserve the right to accept or reject any application for not complying with the terms and conditions of the Issue.
- 3.3 Upon clearance of the final Pricing Supplement by the SEC, allotment shall be effected in dematerialized (uncertificated) form. Applicants will receive the Bonds in dematerialized form and are mandatorily required to specify their CSCS Account Number, clearing house number (“**CHN**”), and member code in the spaces provided on the Commitment Form. Allotment of Bonds in dematerialized form shall be effected not later than 15 (Fifteen) Business Days from the date of the approval of the Allotment by the SEC.
- 3.4 Applicants must ensure that the name specified in the Commitment Form is exactly the same as the name in which the CSCS Account Number is held. Where the application is submitted in joint names, it should be ensured that the beneficiary’s CSCS Account is also held in the same joint names and are in the same sequence in which they appear in the Commitment Form.

4. Bank Account Details

- 4.1 Applicants are required to indicate their bank account details in the space provided on the Commitment Form for the purposes of future payments of Coupon and the Principal Amount.
- 4.2 Applicants are advised to ensure that bank account details stated on the Commitment Form are correct as these bank account details shall be used by the Registrar for all payments indicated in 4.1 above in connection with the Bonds.

4.3 Failure to provide correct bank account details could result in delays in credit of such payments or, where applicable, issuance of cheques/warrants which shall be sent by registered post to the specified addresses of the affected investors. The Issuer, Issuing Houses, Receiving Banks, Trustees and Registrar shall not have any responsibility following posting of cheques/warrants nor will any of these specified parties undertake any liability for the same as the postal authority shall be deemed to be the agent of the Applicant for the purposes of all cheques posted.

APPENDIX I: COMMITMENT FORM

DANGOTE INDUSTRIES FUNDING PLC (RC 1901506)

OFFERING BY WAY OF BOOK BUILDING OF UP TO N112,415,455,000.00 16.75% SERIES 2 BONDS DUE 2032 UNDER THE N300,000,000,000 DEBT ISSUANCE PROGRAMME

LEAD ISSUING HOUSE

STANBIC IBTC CAPITAL LIMITED

JOINT ISSUING HOUSES

FCMB CAPITAL MARKETS LIMITED, MERISTEM CAPITAL LIMITED, STANDARD CHARTERED CAPITAL & ADVISORY NIGERIA LIMITED, UNITED CAPITAL PLC, VETIVA CAPITAL MANAGEMENT LIMITED, ABSA CAPITAL MARKETS NIGERIA LIMITED, AFRINVEST CAPITAL LIMITED, CORONATION MERCHANT BANK LIMITED, ECOBANK DEVELOPMENT COMPANY LIMITED, FBNQUEST MERCHANT BANK LIMITED, GREENWICH MERCHANT BANK LIMITED, RAND MERCHANT BANK NIGERIA LIMITED, QUANTUM ZENITH CAPITAL & INVESTMENTS LIMITED, FUTUREVIEW FINANCIAL SERVICES LIMITED

www.dangote.com

www.sec.gov.ng

Orders must be made in accordance with the instructions set out in this Pricing Supplement. Care must be taken to follow these instructions as applications that do not comply may be rejected. If you are in any doubt, please consult your Stockbroker, Accountant, Banker, Solicitor or any professional adviser for guidance. By signing this form, you confirm and agree that the Issuing Houses are acting as agents for the Company and no other party, including any investor, in relation to the Offer.

DECLARATION

- I/We confirm that I am/we are eligible to participate in this Issue in accordance with the applicable SEC rules and regulations.
- I/We confirm that I/we have read the Pricing Supplement dated [●] and that my/our order is made on the terms set out therein.
- I/We hereby irrevocably undertake and confirm that my/our order for Bonds equivalent to participation amount set out below at the Interest Rate to be discovered through the book building process.
- I/We authorise you to enter my/our name on the register of holders as a holder(s) of the Bonds that may be allotted to me/us and to register my/our address as given below.

I/We authorise the Issuer to amend the Pricing Supplement as may be required for purposes of filing a final version with the SEC without recourse to me/us and I/we use this commitment form as the application for the Bond Issue.

I/We note that the Issuer and the Issuing House/Bookrunner are entitled in their absolute discretion to accept or reject this order.

I/We agree to accept the participation amount as may be allocated to me/us subject to the terms of the Pricing Supplement.

I/We confirm that we have conducted all appropriate Know-your-customer identification and verification checks on the subscribers to our fund/investment vehicle, in line with all applicable AML/CFT legislation and regulations.

PLEASE COMPLETE ALL RELEVANT SECTIONS OF THIS FORM USING BLOCK LETTERS WHERE APPLICABLE															
DATE (DD/MM/YYYY)										CONTROL NO. (FOR REGISTRARS' USE ONLY)					
		/					2	0	2	2					
PARTICIPANTS CAN INDICATE UP TO THREE (3) OPTIONAL BID MARGINS AND SPECIFY THE PARTICIPATION AMOUNT APPLICABLE TO EACH BID INTEREST RATE. THESE WILL BE TREATED AS OPTIONAL ORDERS AND WILL NOT BE AGGREGATED . PLEASE TICK <input type="checkbox"/> THE APPLICABLE BOX ON THE RIGHT.															
<input type="checkbox"/>	PFA				<input type="checkbox"/>	Investment/Unit Trusts				<input type="checkbox"/>	Trustee/Custodian				
<input type="checkbox"/>	Fund Managers				<input type="checkbox"/>	HNI				<input type="checkbox"/>	Stockbroker				
<input type="checkbox"/>	Bank				<input type="checkbox"/>	Private Equity Fund				<input type="checkbox"/>					
<input type="checkbox"/>	Insurance Company				<input type="checkbox"/>	Staff Scheme				<input type="checkbox"/>					
PARTICIPANT DETAILS (The Participation Amount(s) and the Bid Coupon Rate(s) must be stated in the boxes below)															
ORDER 1															
PARTICIPATION AMOUNT (MINIMUM AMOUNT OF N10 MILLION AND IN MULTIPLES OF N1,000 THEREAFTER)													BID COUPON RATE		
IN FIGURES	N														
IN WORDS															
ORDER 2															
PARTICIPATION AMOUNT (MINIMUM AMOUNT OF N10 MILLION AND IN MULTIPLES OF N1,000 THEREAFTER)													BID COUPON RATE		
IN FIGURES	N	—													
IN WORDS															
ORDER 3															
PARTICIPATION AMOUNT (MINIMUM AMOUNT OF N10 MILLION AND IN MULTIPLES OF N1,000 THEREAFTER)													BID COUPON RATE		
IN FIGURES	N														
IN WORDS															

PLEASE TURN OVER TO COMPLETE THIS FORM

COMMITMENT FORM (REVERSE SIDE)

PARTICIPANT DETAILS (INDIVIDUAL/CORPORATE/JOINT) (PLEASE USE ONE BOX FOR ONE ALPHABET LEAVING ONE BOX BLANK BETWEEN FIRST WORD AND SECOND)

SURNAME/CORPORATE NAME

FIRST NAME (FOR INDIVIDUALS ONLY)																OTHER NAMES (FOR INDIVIDUALS ONLY)															
JOINT APPLICANT'S FIRST NAME (IF APPLICABLE)																OTHER NAMES (FOR JOINT APPLICANT ONLY)															
CONTACT PERSON (FOR CORPORATE APPLICANT)/ NEXT OF KIN (FOR INDIVIDUAL APPLICANT)																															
ADDRESS IN FULL (PLEASE DO NOT REPEAT APPLICANT(S)' NAME). POST BOX NO. ALONE IS NOT SUFFICIENT																															
CITY																STATE															
TAX IDENTIFICATION NUMBER (FOR CORPORATE INVESTORS)																EMAIL															
TEL																															

ALLOTMENT PREFERENCE:

Please tick in the box to indicate allotment preference – CERTIFICATE / ELECTRONIC (BOOK ENTRY)

E-ALLOTMENT DETAILS (FOR BOOK-ENTRY ALLOTMENTS ONLY) (AS APPLICABLE)

Please credit my/our CSCS Account as detailed below to the extent of the Bonds allotted:

PARTICIPANT'S CSCS ACCOUNT NO: _____ CHN (CLEARING HOUSE NUMBER): _____

NAME OF STOCKBROKING FIRM _____

E-ALLOTMENT DETAILS (FOR BOOK-ENTRY ALLOTMENTS ONLY) (AS APPLICABLE)

Please credit my/our Investor's Account as detailed below to the extent of the Bonds allotted on the FMDQ Depository (Q-eX):

FMDQ DEPOSITORY PARTICIPANT'S BPID No*: _____ CLIENT BPID No*: _____

NAME OF STOCKBROKING FIRM _____

BANK DETAILS (FOR E-PAYMENTS)

BANK NAME	BRANCH
ACCOUNT NO:	CITY/STATE

SIGNATURES

SIGNATURES	2 ND SIGNATURE (CORPORATE/JOINT)	RC. NO.
NAME OF AUTHORISED SIGNATORY (Corporate only)	NAME OF AUTHORISED SIGNATORY (Corporate/Joint):	
DESIGNATION (Corporate only):	DESIGNATION (Corporate only):	

STAMP OF RECEIVING BANK

ISSUER/ISSUING HOUSES/STOCKBROKERS TO THE ISSUE/ PLACEMENT AGENTS ONLY
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